

# GRAIN DEALERS JOURNAL

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CHICAGO, ILL., NOVEMBER 10, 1899.

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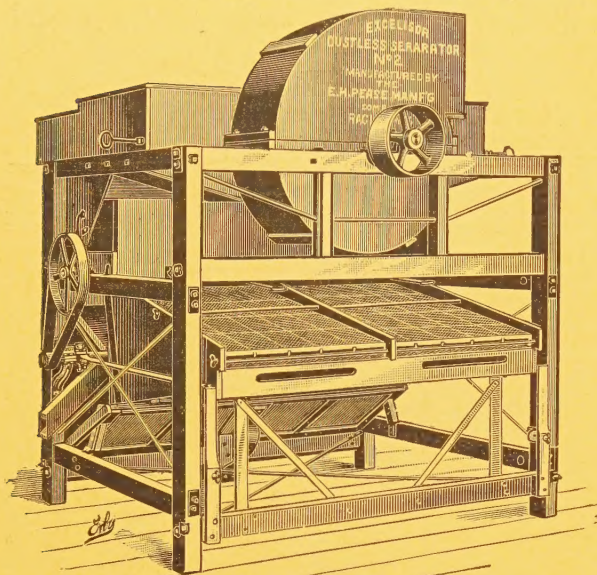
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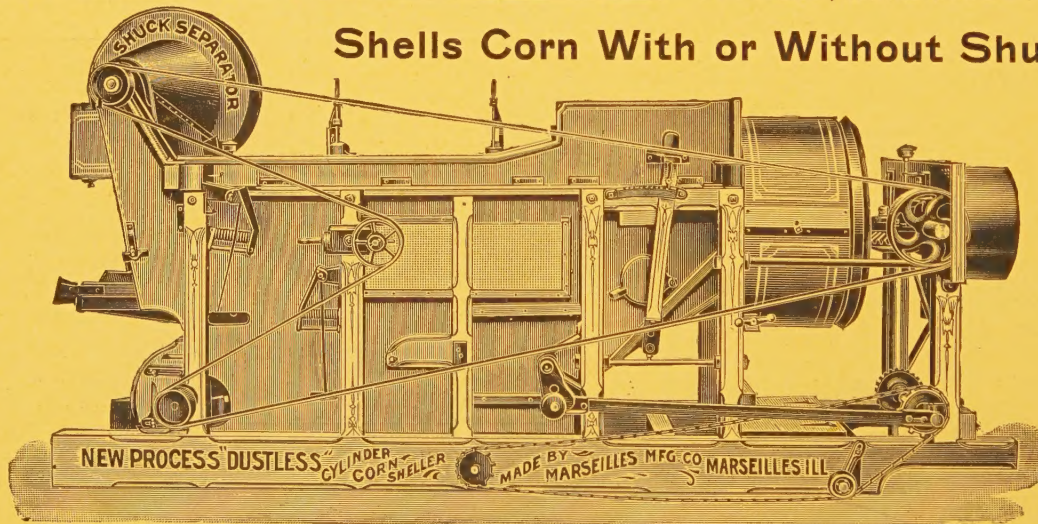
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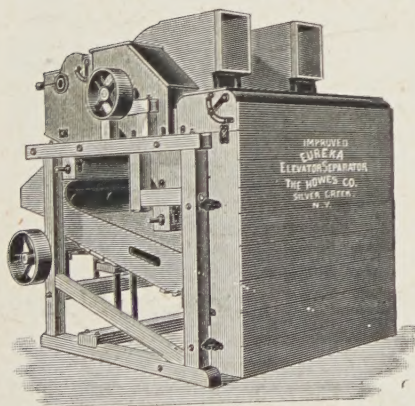
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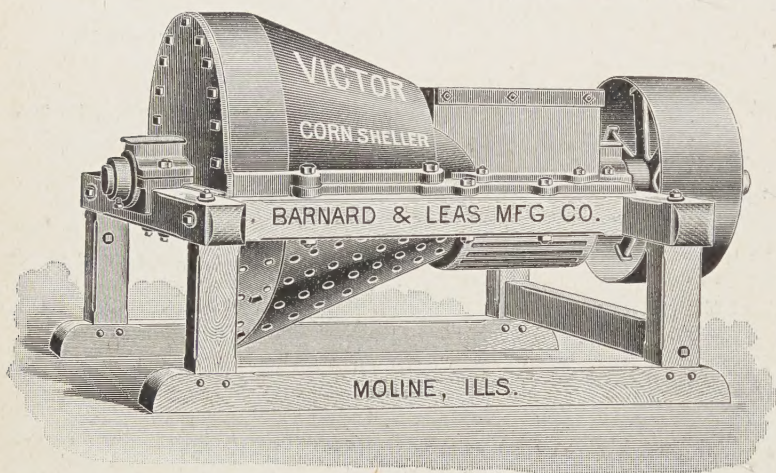
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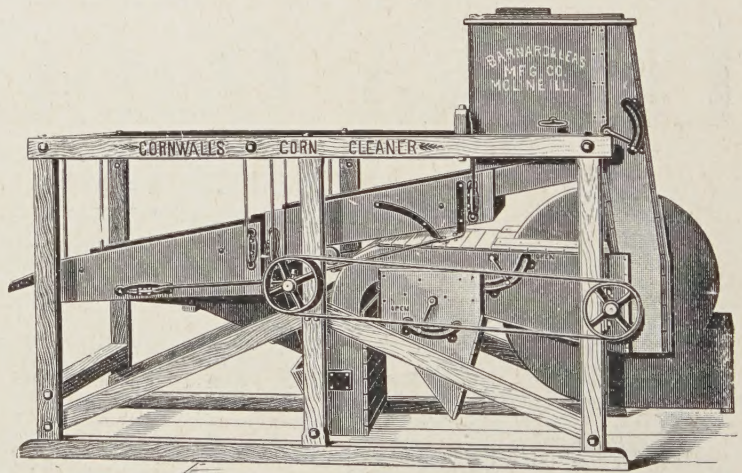
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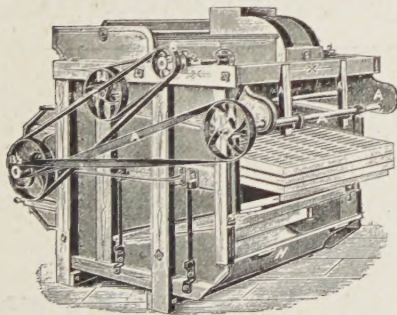
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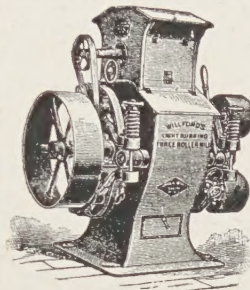
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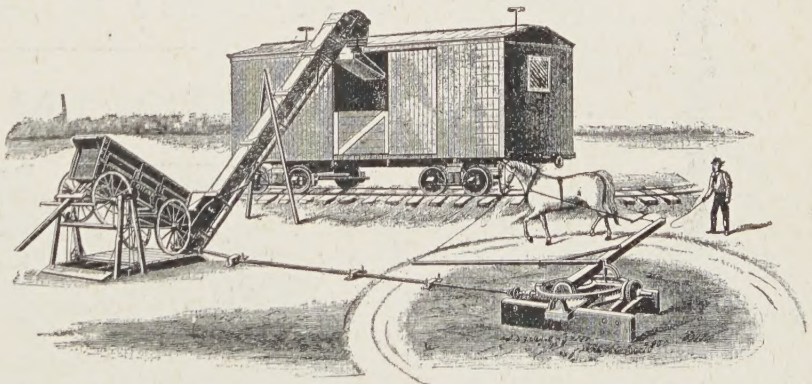
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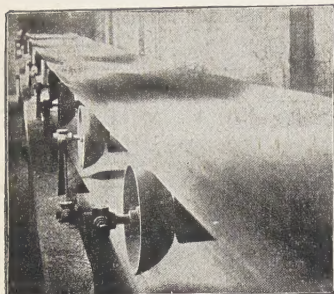
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Grain Trippers, Car Pullers, Spouting,  
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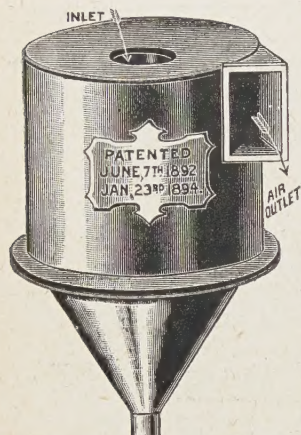
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ENGINES  
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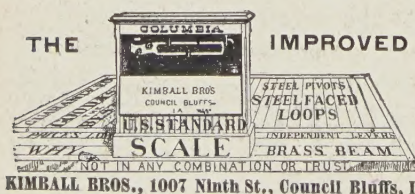
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is adapted to more uses  
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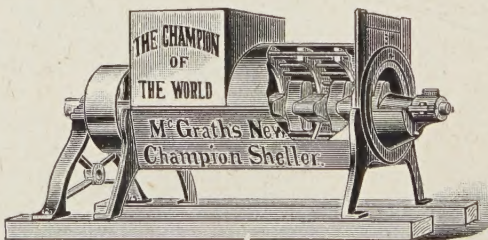
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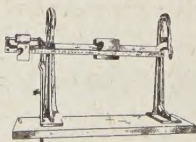
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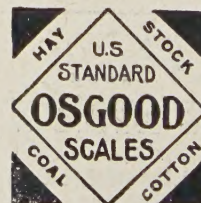
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Any sized platform; single,  
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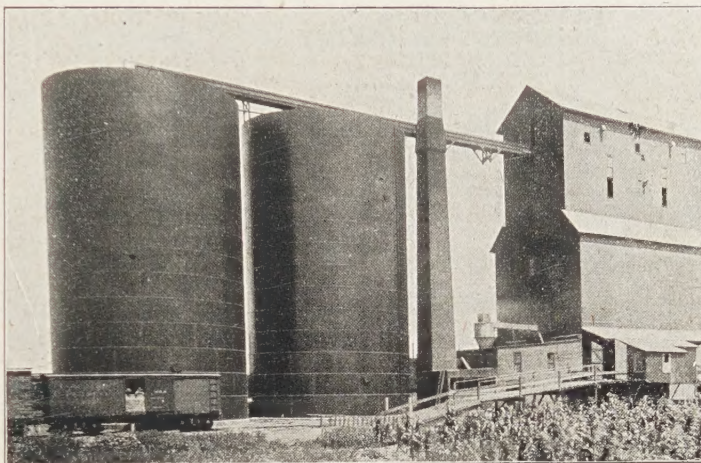
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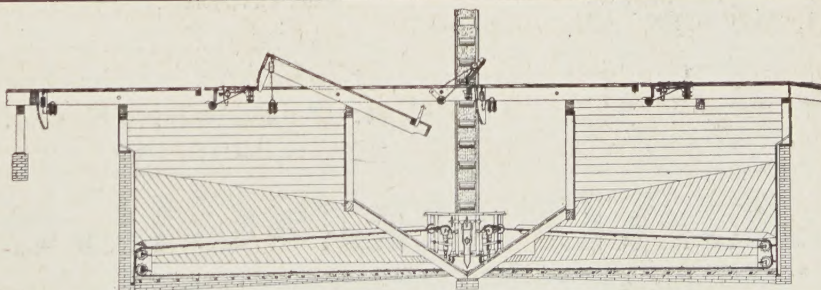
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Build**Storage**For  
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Of  
Any  
Capacity

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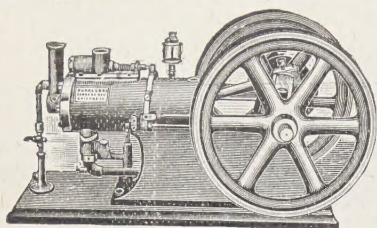
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A Constant Grain Feeder Conveying Grain from three Safety Wagon Dumps to one Stand of Elevators.

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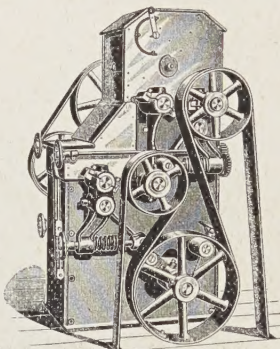
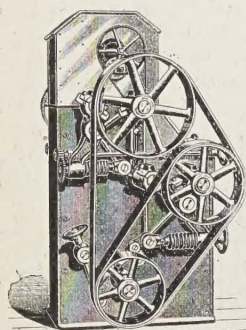
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FOR POWER  
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Can be driven on either side from a shaft running in either direction.  
Sent on 30 days' trial to responsible parties.

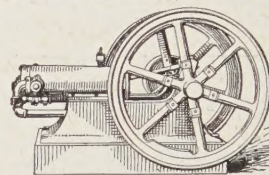
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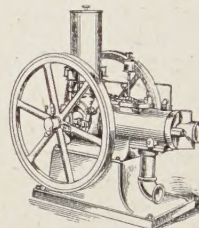


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For operating  
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Call and see them or write for circular  
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**GAS and  
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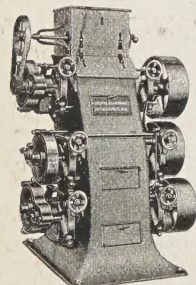
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One-half cent per horse power per hour. Automatic Ignition. Simple and Reliable. No Valves. Patented in U. S. and European Countries.

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For Durability, Simplicity, Large Capacity, Uniform Grinding and Light Running, our Mills are Unexcelled.

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And 85 Sizes and Styles of BUHR STONE MILLS.

Send for Catalog and Prices.

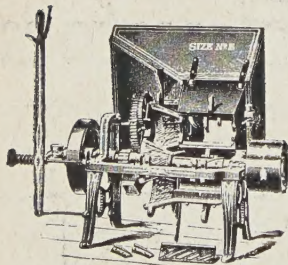
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FLOUR MILL BUILDERS.

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Have you any off grain to grind?

Its a good way to get the money out of it.

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The Bowsher Mill is the best **all around** feed grinder in the market. It is the **lightest running**. Sold with or without sacking attachment. **Seven sizes**, ranging from 2 to 25 h. p. We are only waiting to be asked to mail you our handsome new circular.

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This book, our Catalog K, is the most complete publication on the subject of Manila Rope Transmission, Shafting, Pulleys, Hangers and Gearing, which has been compiled. Have you received it?

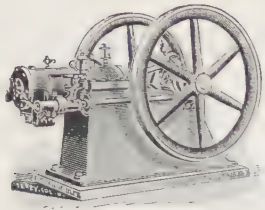
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All kinds of Elevating and Conveying Machinery.



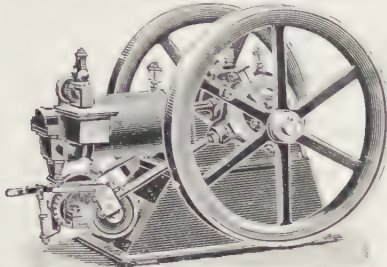


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Simplest in the market.  
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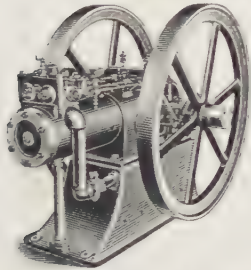
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## THE DAYTON GAS AND GASOLINE ENGINE leads all others in



**SIMPLICITY,  
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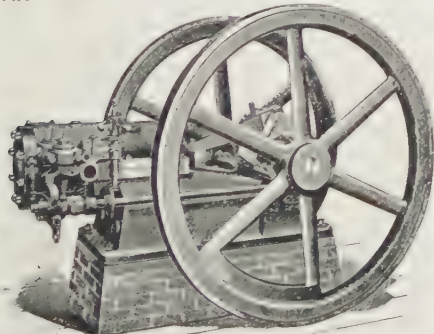
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For GRAIN ELEVATORS,  
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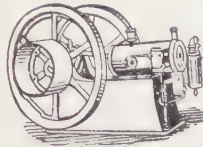


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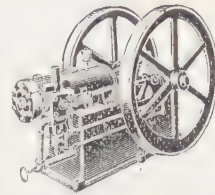
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Adapted for  
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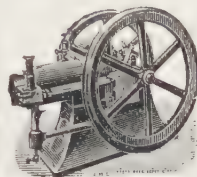
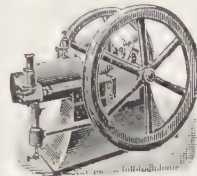
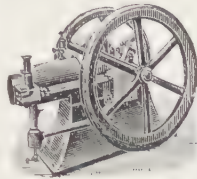


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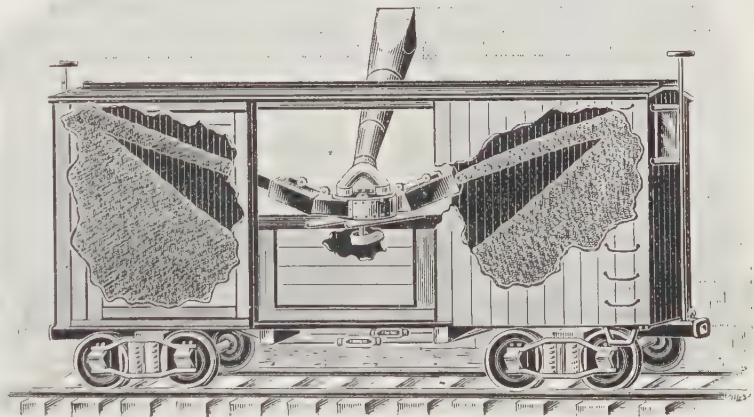
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A Kansas concern writing about a Weber Gasoline Engine, says: —

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\$25 buys our grain, ear corn and coal elevator, delivered; capacity 500 to 1,000 bu. per hour; new and second-hand boilers, engines and machinery. Bicknell Bros., Janesville, Wis.

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BUCKWHEAT GRAIN WANTED. Address H. H. Emminga, Golden, Ill.

CHOICE lots of seed or grain can be sold at premium by advertising here. Try it.

SEEDS OR GRAIN of special grade or variety can be obtained by advertising your want here.



## SUITS AND DECISIONS

The regular schedule rate governs freight shipments, where no rate is named in the contract.

Damages cannot be recovered from a railroad company for failure to ship certain freight, without proof that it was offered to the company for shipment.

The seizure of a portion of its right-of-way by the North Dakota Railroad and Warehouse Commission for an elevator site, is being contested in the courts by the Chicago, Milwaukee & St. Paul Railway.

F. Leidemann has brought suit against the Galveston Export Commission Co., F. Cannon and Robert C. Bornfeld for \$20,000 damages for loss sustained by the shipment of 137,142 bushels of corn to Amsterdam, in July, 1897, which, it is alleged, heated in transit and was spoiled on arrival.

On a contract for 5,000 bushels of oats Henry Heile & Sons shipped Early & Daniel of Cincinnati, O., one car in excess. The market declined. At the request of both parties the Chamber of Commerce effected settlement in the nature of a compromise, though letting the purchasing firm out of paying the contract price.

Suit against the Consolidated Elevator Co., Duluth, Minn., has been brought by the estate of Aaron Johnson, who was crushed at Elevator D in March last, receiving injuries from which he died. He was caught against a car door, it is alleged, as the result of the defendant causing the car to be moved just after Johnson had been instructed to enter and trim the car. Johnson left a widow and five children. On the claim of defendant that it was incorporated in West Virginia the case has been removed from the state to the Federal Court.

The suit of Charles P. Smith, of Marseilles, Ill., against Sheriff Yockey, of La Salle County, to recover \$1,241, the value of a quantity of corn and oats illegally levied upon, has been decided in favor of Smith by the Illinois Supreme Court. Smith had stored his grain in the Harrington Warehouse while waiting a better market on which to sell. Harrington failed Oct. 1, 1897, and bankers and other creditors obtained judgments aggregating \$20,000. In executing these judgments the sheriff seized the warehouse and its contents, including also the grain owned by Smith. Verdicts in favor of plaintiff have been given by the circuit, appellate and supreme courts.

The constitutionality of the Grindeland law has been affirmed by the Minnesota Supreme Court. Grain commission firms will respect the law, complying with its provisions as soon as practicable. It is believed the State Railroad and Warehouse Commission will grant a delay in the enforcement, and also modify some of the provisions. It is absurd to expect a commission firm to give bonds equal to ten per cent of its annual business, and to make returns to shippers within 24 hours. The Warehouse Commission recognizes that the law was aimed at commission dealers in poultry, garden truck and other farm produce, and consequently is not disposed to make it unnecessarily burdensome to the grain commission men.

A test case, involving the matter of cross trading, and particularly the matter of the right of a commission man to put the order of one customer in against another at the same price, was before the directors of the Exchange under the title of Field vs. Scott. It is presumably a friendly case and under the auspices of those who some time ago asked the directors to rule on the points named. At that time the directors refused to do so except in a specific case. Such a case has now been presented. The matter was heard by the directors and then sent to their legal advice committee. It is expected that before the case is finished this matter of whether a commission-house can cross trades of different customers at the same price will be settled for good.—Times-Herald, Chicago.

### CONDITIONS OF CARS UPON ARRIVAL.

[From address of H. A. Foss, Chicago Board of Trade Weighmaster, made at annual meeting Grain Dealers' National Association.]

The condition of cars is something to which all shippers of grain should pay close attention. Under existing conditions, I believe not more than 20 per cent of grain shippers have an accurate knowledge of the amount that is loaded into a car; consequently not over 50 per cent of the shrinkage caused by leaks, accidents and poor condition of cars, can be collected by the shipper's representative at destination. I think I am safe in saying that not over 30 per cent of actual leaks are reported against the cars. After that percentage of leakage is demonstrated to be the fault of the carrier, there is always a chance of liquidation and a certainty of delay in settlement which works more hardship to the country grain merchant. This is the state of the case after every exertion has been honestly made to secure fair play by the receivers of grain and your representatives at destination.

That leakage in transit is a serious matter is easily demonstrated by the reliable figures of shippers in cases where accurate loading weights are taken. These leakages and some shortages occur from faulty and decrepit cars, the use of cars unfit or never intended for grain, and also from loose methods in unloading. The railroad companies are clearly responsible for the first two causes, and the loose methods of unloading should be corrected by your representative at destination, of which my department is one, and has given you faithful and efficient service with that end in view. When I say that the railroads are clearly responsible for leaky cars (except where defective cooping is done by country shipper), I must not overlook the careless damage done by State or private inspectors, on their rounds, but this falls under the railroad jurisdiction and should be remedied by them.

#### Capacity of Cars.

There has been an increase in the capacity of cars from 24,000 to 100,000 pounds, principally within the last fourteen years. By way of explanation in regard to the 100,000 capacity cars, will say that I have been informed that a certain railroad company has ordered 2,000 cars of that capacity. I will cite you a few cases of overloads that have come to my notice, and I want it understood that they are only a few of the many, for not a day goes by that we do not have several. Last fall N. W. car 41790 (furniture), 50,000 capacity, contained 82,390, or nearly 2,600 bushels, of oats. This year the largest car of oats that has come to my attention is 89,550, or about 2,800 bushels. Our three largest cars of corn this year are 101,870, 103,150 and 106,290. This last one came in Santa Fe 7224, capacity 60,000; the others were loaded in 50,000 capacity cars. Most of these extremely large loads are taken from furniture cars, and with these facts in view you can plainly see that there must be an enormous strain on the ends, sides and grain doors of cars. I would like to mention that the marked capacity on cars does not necessarily refer to the size of the car or what you can load into it, but refers to the carrying capacity of the trucks or journals.

#### Grain Doors and Linings.

The thickness of grain doors is the

same now as when the capacity of cars was much less. The doors necessarily must be wider, and as the capacity of cars is larger now than formerly, the strain on the door is greater and therefore should be made stronger. The thickness of boards used in grain doors ranges from  $\frac{3}{4}$  to 1-8 inches, but I have seen grain doors  $1\frac{1}{2}$  inches thick that were made of  $\frac{3}{4}$  flooring doubled diagonally. This would seem fully strong enough, but experience has proved it is not what is wanted. I am told by an employee of a lumber company in this city that the lumber used in making grain doors was the poorest cull lumber they had and cost about 17 cents each. This, in my opinion, accounts for a great many of the broken and bulged boards in the portable grain doors. I was told by a grain door company that they used 7-8 lumber, but that some of the railroad people were using  $\frac{3}{4}$  stuff, which accounts for a great many of the bulged and leaking doors.

Another thing that I think your attention should be called to, is where patches are placed on the floor to cover up holes or defective places therein, some grain is left by the shovelers on what might be called the windward side.

End doors sometimes run clear of the floor, as in the case in some lumber cars. This necessitates the boarding of these end doors as high up as the load extends, and also leaves a space where from 1 to  $2\frac{1}{2}$  bushels can lodge.

#### Side Braces.

Side braces for the roof extend from the sill of the car up and each car contains 12. There are more small leaks and some large ones occur at this point than almost any other particular spot in the whole car excepting grain doors.

#### Leaks.

Morning of October 3rd, N. W. car 54752 while in transit on their Rockwell street tracks, left a stream of corn for over two miles. We are sure that there were 100 or more bushels run out of this car. When this car had arrived at the elevator it was reported in good condition, new grain doors having been put in. Cars that are found leaking are always repaired before leaving railroad yard and are in apparent good order when they arrive at elevator. There have been in the last eight days 665 leaky cars reported to our office, and our receipts are now averaging a little over 1,000 cars per day.

In regard to the sweeping of cars will say that the Atchison, Topeka & Santa Fe at the Santa Fe elevator, and the Chicago & Northwestern Railroad at the Iowa and City elevators, are the only places at Chicago where the sweeping of cars by outsiders is being done. Mr. Riley gets one-third the revenue derived from the sweeping of the cars at the Iowa and City elevators.

In regard to the Northwestern will say that General Superintendent Gardiner was interviewed by me about a month ago as to the sweeping of cars at the Iowa and City elevators, and I understood him to say he would see that it was discontinued. I learned yesterday morning that it had not been stopped and called on him this morning for an explanation. He agreed that if the elevator companies would force their employees to sweep the cars properly he would have the sweepings at these two points discontinued by outsiders. I tried to see the superintendent of these elevators on my way to your meeting, but could not find him. I will see him, and I am positive he will have his men sweep the cars at these two elevators properly. Under this arrangement it will leave us with only one road doing the sweeping, and that is the Atchison, Topeka & Santa Fe.

Mr. C. B. Strohm, superintendent of terminals, was interviewed this morning and asked what the prospects were for stopping the sweeping of cars at Santa Fe elevator, and whether it was going to be stopped or not. Mr. Strohm replied that he would stop it if we could prove to his satisfaction that there was any dirty work done, and when asked if we could prove that beer was being brought to the shovelers and paid for by the sweeper would he stop it, he said he would not promise, but that he would look into it. He also informed us that the reason for giving the privilege of sweeping was that the men watched the yard and took care of the grain doors and that it saved the company \$55.00 to \$60.00 a month. He was then asked if it were not true that the shipper was paying the company for that watcher, to which he replied that he did not believe it. He was also asked if there were not a money consideration paid for the privi-



lege of sweeping these cars, and he admitted that there was. He also denied that he allowed the sweeping more for the money consideration than he did for the use of the man in taking care of the grain doors, but that the fee amounted only to \$8.00 a month and that he made no charge when there was but little business.

You should not be too hard on the railroad officials when you have a shortage, for according to the good book they are entitled to some consideration, as it will be seen from the following, which is taken from the 3rd chapter of Ruth, 15th and 16th verses: "And when she was risen up to glean, Boaz commanded his young men, saying, 'Let her glean even among the sheaves and reproach her not. And let fall also some of the handfuls of purpose for her, and leave them that she may glean them and rebuke her not.'"

#### Immediate Action.

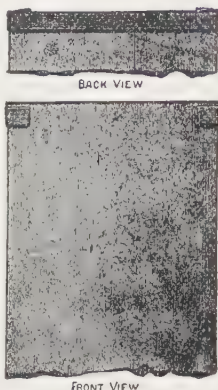
I would suggest that any action that is to be taken by the Association in regard to weak, faulty and decrepit grain doors and the sweeping of cars in railroad yards, outside of terminal elevators, be begun at once. The longer this is delayed the longer you will have to put up with these small losses.

It is wrong to stand still expecting (because of another's expense, persistent and energetic work) that we should be placed in perfect harmony and that our interests will be honestly protected, and if you will take immediate and thorough action, you will receive your just deserts, or, as some wise man said, "When the smoke of battle clears away, you will discern the good you have done and receive according to your deserving."

I have the following resolutions which I would like very much to have the Grain Dealers' National Association adopt:

Resolved, That the Grain Dealers' National Association, in convention here assembled, tender a vote of thanks to all the Railroad Companies which have forced a discontinuance of the sweeping of cars after they have left the Chicago Terminal Elevators.

Resolved, That the Grain Dealers' National Association request the elevator people to instruct their employees to pay particular attention to the careful sweeping of cars.



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AT LAW,

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Member Chicago Board of Trade.

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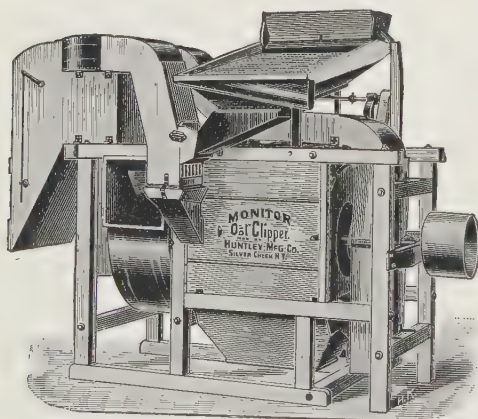
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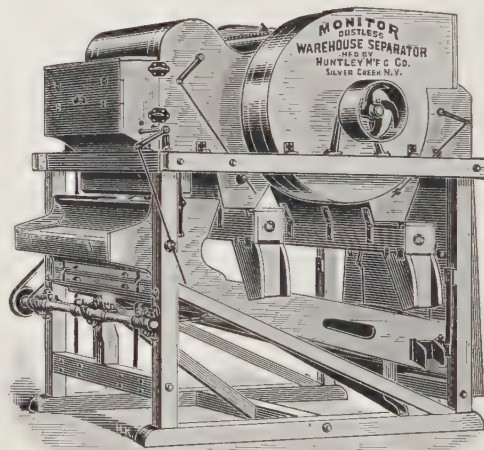
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# GRAIN DEALERS JOURNAL

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Letters on subjects of interest to those engaged in the grain trade, and news items are always welcome.

**CHICAGO, ILL., NOVEMBER 10, 1899.**

Do not credit the farmer's tale regarding your competitor's prices.

The more careful cooping of cars will surely result in fewer shortages.

If you want your business relieved of the abuses which encumber it, join the association and help along the work.

The shipper who attempts to fill contracts with grain of a lower grade than that sold generally gets the worst of the deal.

It is generally admitted that corn was a short crop, but why don't the price advance? Is the crop of wind larger than ever?

The grain dealer who is always careful to explicitly state all the conditions of a sale, seldom suffers loss by reason of a misunderstanding.

If shippers were more careful to clean grain carefully and put only one quality in a car, they would experience less trouble in the matter of grades.

When shipping grain to Southeastern states it is well to attach sight draft to bill of lading and to insist upon same being paid before car is turned over to buyer.

As every corn shipper has not yet provided himself with a modern grain drier, it is reasonable to expect that much new corn will spoil in transit during the wet, muggy days of November.

Commission splitting receivers who have found it necessary to indulge in dishonorable practices in order to obtain a living profit from their business have done very much to discourage consigning.

Cheap insurance is not desirable but good insurance which can be obtained at a low cost is much to be desired by elevator men and especially by those who have long contributed to the high rate stock companies.

A Kansas court has knocked out the new law which limited telegraph charges to 15 cents for a ten-word message between points within the state. It was not of much help to the grain trade, as messages are generally sent to points outside the state.

Dealers who have had experience in disposing of cobs at a profit will confer a favor by letting us know of their methods. Some have been grinding them up for feed, and still others have been grinding them up for kindling and fire material, but not profitably in the latter case.

The cob grinding industry has assumed such proportions that some Indiana and a few Illinois corn shippers are eager to get \$7 to \$10 a car for cobs. The corn cob crop is large each season and any market which will bring the grain shipper a fair price will be more than welcome.

Iowa dealers as well as some of the other grain surplus states will be justified in making a vigorous fight for the repeal of the Landlord Law which gives such remarkable protection to the landlord at the expense of the honest grain dealers, who buy from all comers in the open market.

It may please those shippers who have not the proper facilities for weighing grain into cars to learn that some buyers make it a practice to determine the weighing facilities of shippers with whom they do business, for the purpose, of course, of knowing how reliable the shippers' weights may be.

The American Warehouse Men held a meeting in this city recently and declared most vigorously against a tax of 25 cents on warehouse receipts, which they consider extortionate and uncalled for. They have asked the revenue department to lower the tax or to levy it only on negotiable receipts.

The grain dealers associations have not yet devised satisfactory plans for arbitrating differences and claims. The Texas Association has made the most progress in this line, and greatly to the benefit of its members. It is a field of work any one of the associations can take up with much profit to every member.

The country shipper who is so very careless as to leave card bids strewn about his office and open to inspection by all visitors would profit by keeping the good bids locked in his desk for his own perusal. If the high bids of irresponsible or tricky buyers fall into the hands of a discontented farmer, they will surely breed trouble for the regular dealer.

An Iowa shipper grown old in the business has recently been forced out of business by unreasonable competition in his local market and his elevator will now probably fall into the hands of some man who will be able to put up a fight strong enough to make the unscrupulous wince. It seems too bad that Iowa should have so many grain dealers at war all the time.

The improved weighing facilities at shipping points will be found to be a profitable investment in every case. One might as well attempt to conduct a banking business, without knowing how to count money, as to attempt to do a grain business without proper facilities for weighing grain into cars. The chances are too great to permit of the success of the business.

The only elevator in Chicago where sweeping of cars after they leave the elevator has not been stopped is the Santa Fe, and there seems every reason to believe that it will soon be stopped there. However, should shippers suffer shortages at that elevator, they will greatly assist the National Association and the Board of Trade Weighmaster in their efforts to have this leak stopped. The cars should be swept before leaving the receiving sink, not in the yards.

Country shippers who doubt the profitability of putting grain in first-class condition will probably be surprised to learn that an oats shipper in the Chicago market recently paid a premium of 4½ cents per bushel for three cars of white oats. It is certain that the country shipper who sent the oats to this market exerted himself to have them arrive in first-class condition. He received at least \$150 over the ruling market price for his trouble, and it may be that had he taken no pains to properly classify and clean his oats, the grain would have been graded down and sold at a discount.

The Illinois Grain Dealers' Association has completed a list of the regular grain dealers of its territory for the purpose of inducing track buyers and commission merchants to confine their business to the regular dealers. Few are willing to waste postage on irregular dealers, and most of those who have been doing so have agreed to confine their business dealings to regular dealers on the list, providing the association keeps list corrected monthly, as it intends to do. This service alone is worth the price of membership. It is gratifying to know that most of the regular dealers are accepting the secretary's invitation to join.

The docking for future shrinkage of grain received at terminal elevators has become a well established custom in all



central markets, regardless of the fact that the practice is not justified by any action any grain exchange has taken, but is, in the eyes of the law, a steal. If shippers were to get together and make a test case of this point, doubtless the court would decide that the terminal elevator men were in no way entitled to the grain. As long as the practice is tolerated, surely it will be continued. It may be that the terminal elevator men do not profit by such dockage, but it is most certain that the shipper stands good for the loss by shrinkage which occurs after they have disposed of the property.

The oats grades of the Illinois Inspection Department have not yet been changed and it is to be hoped that they will not be. Frequent changes serve to multiply opportunities for mistakes. If the railroad and warehouse commission is disposed to take any action in the matter, it should at least grant a hearing to the entire trade before taking action.

Once again a campaign against the Chicago bucket shops has been inaugurated. It is to be hoped that the movement will result in the entire annihilation of these irregular and disreputable institutions. They are so closely identified with the legitimate trade that many unwary country speculators are unable to distinguish between black and white, and lose every time.

The internal revenue war tax has enabled the government to pile up a surplus far in excess of what was needed or desired, and it is to be hoped, as seems reasonable to suppose, that Congress will, at the coming session, make some changes. If the grain dealers of the country are alive to their own interests, they will make an effort to throw off at least a portion of the burdensome tax. The grain trade has been called upon to bear an unfair portion of the burden. No class of country merchants are taxed one-tenth as much as the grain dealer. It behooves them to do considerable personal work with their congressmen, as well as to take united action against the extortion.

One of the agriculturists at the recent banquet of the Illinois Grain Dealers' Association gave some very good advice regarding the supplying farmers with clean improved seed grain. He maintains that the grain dealer would profit directly as the result thereof and there seems a good reason for believing his statements. An Ohio dealer whose letter is published in this number has taken a step in this direction by advertising to clean seed wheat for farmers. He profits by having superior grain to handle and

by the one cent per bushel he gets for cleaning. Some pessimistic dealers have scouted such action heretofore. They held that it was a very pretty theory but not practicable. The more honest interest the grain dealer shows in the business of the farmer, the better will they get along together.

In fairness to seller track bids should specify that grain is bought subject to official grading upon arrival, and in justice to his own interests the seller should stipulate at time of sale that one of the conditions of sale is that grain must be reinspected within 48 hours, if at all. It is doubtful if a commercial exchange can make rules which will govern any transactions which do not take place on its trading floor, that is its rules cannot be made to govern sales made between one of its members and a country shipper who is not a member. The power to prevent track buyers forcing shippers to guarantee grades 5, 10 or 30 days after arrival and inspection, rests with the shippers. They can and should refuse to sell to any who discount their grain for deterioration in quality after its first inspection.

The lives of the Minnesota grain commission men has been made decidedly miserable recently by the State Supreme Court deciding the obnoxious Grindeland law to be constitutional. It seems the law was aimed primarily at the produce commission men and provided regulations which it is impossible for the grain commission men to comply with which is just as unnecessary as impossible. The railroad and warehouse commission seems to be reasonable in the matter and it may be that the commission men will be relieved from any embarrassing requirements. The methods of conducting a grain shipping business is so decidedly different from the methods of the produce shipping business that the same law cannot be applied to both without working unnecessary hardships upon some. Then, too, the method of conducting the grain shipping business gives the shipper ample protection against any swindling operation on the part of the commission men who pays draft against grain oftentimes long before it arrives.

Since the grain shippers at interior points assumed a threatening attitude towards carriers who neglected to furnish cars for the transportation of grain, the railroad companies are giving some attention to interior business and fighting less bitterly for through business. The opinions of different lawyers on the subject all agree that carriers must furnish cars within a reasonable time. If would-be grain shippers will serve formal written notices upon carriers to the

effect that they have so many carloads of grain ready for loading, that they have sold the grain and want cars, and that unless they are permitted to make delivery within the contract time they will hold carrier liable for all losses suffered by reason of its not furnishing cars, then will cars be furnished promptly. In every case that shipper has given the proper notice of this character and taken precautions to make certain that the notice reached the head officials, the much needed cars have been forthcoming.

If the regular dealers in Iowa would exert themselves half as much as do some of the scoop-shovel men in that state to get their names published in our forthcoming list of Regular Grain Dealers of Iowa, the list would be much nearer perfect, and would give much better protection to the regular dealers in Iowa. If the men who have invested their money in elevator property are not sufficiently interested in assisting us to protect them in the enjoyment of their investment, then they should be the last to complain of scoop-shovel competition. At considerable expense we have collected and compiled a list which will be published the coming week. We are greatly indebted to many regular dealers who are interested in the success of the association work, and in supplying track buyers and receivers with a correct list of regular dealers for the purpose of saving postage to such track buyers and receivers and assisting them in their efforts to avoid bidding irregular dealers. It is a work which every man who has a cent invested in country elevators should enthusiastically give his active support to. Yet, we are sorry to say, there are some who have not taken the trouble to respond to our requests for desired information. They will be the greatest losers by their lethargy.

No grain man is in good shape to make a success, unless he can sit down in his office and see a load of grain go by to his competitor. F. D. Babcock, Ida Grove, Ia.

Consul Robert P. Skinner, of Marseilles, France, writes Oct. 4: American corn sold pretty well up to six weeks ago, but now prices are reported to be entirely out of reach. If, however—and it is confidently expected to happen—the French chambers vote the "admission temporaire"—i. e., allow corn to enter and go to the mills in bond, as does wheat—American white corn particularly will come into favor again, as it can be employed for sundry mixing purposes. Heavy quantities of American oats were brought here two months ago, as the French crop was reported to be short and the Algerian crop very bad. But consumption, for unknown reasons, is very slow, so that a sharp decline has taken place in values. This is thought to be only temporary.



## LETTERS FROM THE TRADE

[Regular grain dealers are invited to contribute letters on grain trade subjects, for publication in this department.]

## FORM OF CONTRACT FOR FARMERS' GRAIN.

Grain Dealers Journal: Regarding advancing money and the contracts used in connection with same, we have been using two forms which have proved quite satisfactory.

When money is advanced on grain and no price is set we use the form shown, which makes the day of delivery the day of settlement, and the farmer to whom the advance has been made finds it does not do him any good to hold his grain back in order to get a better price. He has the privilege, however, to ac-

cept a price any time between the time contract was drawn and the time contract calls for delivery. In connection, we take a note drawing interest from date, and if the farmer is not considered good we usually have him secure another signer.

Regarding the legality of the above form, we know nothing. Robertts & Davis, Rippey, Ia.

## RUINED BY COMPETITION.

Grain Dealers Journal: I have lost elevator and everything I had in this town on account of the competition in grain buying. Three buyers joined together and paid prices for grain which were out of reach. They bought often on 1-4 and 3-8 margin; but, now that they have drove me out of the market,

## CONTRACT

Rippey, Iowa,..... Dollars.	
In consideration of .....	
the receipt of which is hereby acknowledged, I have this day sold unto ROBERTTS & DAVIS,	
.....bushels of.....at the market price in Rippey	
on or before.....18..... and if a specified price be not accepted for said grain	
before.....18..... I then agree to accept the market price in Rippey on the.....	
day of.....18..... in settlement for said grain per bushel of.....pounds, which	
I hereby agree to deliver in their grain house in Rippey on or before.....18.....	
I hereby covenant that said grain is now owned by me, is in my possession, and is free and clear of all liens and incumbrances whatsoever.	
Signature.....	
NOTE	
\$.....	Rippey, Iowa,.....
..... after date.....	promise to pay to the order of ROBERTTS & DAVIS, of Rippey, Iowa, the sum of..... Dollars,
for value received, with interest at the rate of 8 per cent. per annum until paid, with reasonable attorney's fees if suit be commenced, and if this note is not paid promptly at maturity, jurisdiction is hereby conferred on any Justice of Peace in Greene County, Iowa.	
Rent.....	Signature.....
Landlord.....	
Rent Due.....	
Acres Corn.....	
Acres Oats.....	
P. O. Address.....	

cept a price any time between the time contract was drawn and the time contract calls for delivery. In connection, we take a note drawing interest from date, and if the farmer is not considered good we usually have him secure another signer.

When contracting at a specific price we use another form, which is the same, except that some lines are omitted, the contract reading simply: In consideration of ..... Dollars, the receipt of which is hereby acknowledged, I have this day sold unto Roberts & Davis ..... bushels of ..... at ..... per bushel of ..... pounds, which I hereby agree to deliver in their grain house in Rippey on or before ..... 18—

The notations in lower left hand corner are for making a record of the farmer's crop, rent, etc., to enable one to know how the farmer will come out as regards his rent and as regards meeting his obligations with the grain man. It has been our impression in the past

buy on 1 to 1 1/2 cents. I am out of it, and am looking for a position to buy grain for some firm. Driven Out.

## CLEANING SEED WHEAT FOR FARMERS.

Grain Dealers Journal: One new feature with us this fall was the cleaning of our farmers' seed to induce them to raise a better quality of wheat and not so much chaff and cockle. We charge them 1 cent per bushel. We furnish the power and sack the wheat. The farmer feeds the mill. We cleaned nearly 4,000 bushels this season. With a No. 6 Clipper power mill we can clean two bushels of the choicest seed wheat per minute.

We see two advantages for us in it. First, we improve the quality of the next crop; and, we get a profit on wheat the farmer sows in the ground. John Reichelderfer & Son, Cridersville, O.

## ASKED AND ANSWERED

## INSURANCE AT LOW COST.

Grain Dealers Journal: Will some one give me the name and address of some good insurance company, not board? I have seen something in the Journal about good companies insuring for half the rate. As I want to insure elevator and grain in some good company, the cheaper the rate the better it would suit me. Samuel P. Kelley, Clarence, Ill. Ans.—Write to The Millers' National Insurance Co., 808 Home Insurance Bldg., Chicago, Ill.

## NO LICENSE NEEDED TO MAIL BIDS.

Grain Dealers Journal: A dealer in Indiana asks whether he is required to take out a license as a broker, because he prepares bids on grain, as wired to him by a firm in Chicago or Baltimore, and mails those bids to all grain dealers in his section of the country. Ans.—He is not required to take out a license, for the reason that "a broker is an agent employed to make bargains and contracts between other persons in matters of trade, commerce or navigation, for a compensation." In this case the Indiana dealer does not make any contract, but only conveys the bid or offer of the firm which employs him. He does nothing more than any clerk or messenger might do and therefore cannot be classed as a broker.

## EXPERIENCE IN DISPOSING OF COBS.

Grain Dealers Journal: We note in the Journal of Oct. 25 a letter from Robertts & Davis of Rippey, Ia., regarding cobs made into fuel. We had a plant in operation at one of our stations manufacturing cobs into kindling, and we disposed of a great deal of this in Chicago, Ill. We found, however, that the goods cost us a little more than we could get out of them. When we had sunk several thousand dollars we decided to use cob burners and burn them. If the cost could be lessened or consumers made to pay a little more for the goods no doubt cobs could be used to good advantage for something of the sort. They make excellent kindling. E. R. Ulrich & Sons, Springfield, Ill.

## CAR SHORTAGE AND RISING RATES.

Grain Dealers Journal: Can we do something to prevent the raising of rates when we do not get cars to ship on the old rate? I think all grain dealers ought to club together and fight them. I have several thousand bushels, bought months ago, for which I could not get cars to ship, and for which I have to pay 5 cents per hundred more than rate was when grain was bought. Samuel P. Kelley, Clarence, Ill. Ans.—Some Chicago shippers are still billing grain East on rates which were in force last July. Many Chicago shippers are billing grain East at rates in force last month. Railroad companies have been known to hold back cars until advance in rates had gone into effect and then supplied all that were needed as soon as higher rate was in force. Fair minded freight officials frequently accept cars ordered before advance, at old rates. If disposed to deal justly with shippers



they can not do otherwise. However, it is necessary to go to the heads of the freight departments with convincing facts to secure fair treatment. A written order for cars sent to general freight agent will generally bring them.

#### HOW TO GET CARS.

Grain Dealers Journal: I have suffered untold loss through the neglect of the railroad company to furnish cars in time to fill contracts, especially at my elevator on the B. & O. R. R. In fact, fully one-half the time I am compelled to stop buying grain. I am informed this complaint does not exist at junction points of the B. & O. R. R., but only at smaller stations where the company does not encounter competition. Some three years ago I built an elevator at Stanley, O., on the line of the B. & O., through the solicitation of Mr. Reifsnider, then traveling freight agent. At that time the matter of delay in furnishing cars came up, but he assured me there would be no trouble in that line, and that cars would be furnished promptly. For six

#### GRAIN BUYERS OF HATTON, N. D.

Hatton is a small town located on the Great Northern railroad in Trail County, N. D., not far from Fargo and Grand Forks. It is situated in a good grain producing country, has a large territory to draw from, and is an important grain buying point. Here are located six large elevators, one being controlled by a La Crosse firm and the other five by Minneapolis companies. The accompanying cut, reproduced here through the courtesy of the Minneapolis Journal, shows the grain buyers in charge of the elevators, who are also prominent men of Hatton.

The picture shows in a recumbent position on the left J. M. Johnson of the Cargill Company, while on the right appears C. Berg of the Imperial Elevator Company. In the rear row the men, naming from the left, are: H. Oberg, local manager for St. Anthony and Dakota Elevator Company; R. E. Argall, for the Northwestern Elevator Co.; L. G. Gjire, for Andrews & Gage, and H. E. Dahl, for the Great Western Elevator Co.



Grain Buyers of Hatton, N. D.

or seven months after the elevator was constructed this was done; but since that time the car service has become irregular, and at present I have been unable to get a single car for some 35 days. This is a serious matter. I have gone to a great deal of expense in the building of an elevator as fine as there is between Defiance and Fostoria, which, unless cars are furnished more promptly, I will be compelled to abandon, or take up and move elsewhere. I wish this matter would be taken up before the Grain Dealers' National Association. A law should be enacted to compel railroads to become responsible for the loss sustained through their neglect in furnishing cars. I think if proper methods were taken such a law could be passed here in this state to compel railroads to take the freight offered for transportation or to be responsible for failure to do so. J. W. Long, Florida, Ohio, Ans.—If you will send by registered mail to the general freight agent of the B. & O. a written order for cars and inform him that you will sue the company for any losses suffered by reason of its not furnishing cars you will get the cars needed.

They are hale, well met looking set, and if appearances are not deceiving, enjoy life.

#### LANDLORDS' LIENS.

(From a paper by Norman H. Camp, Chicago, presented at Annual Meeting Grain Dealers' National Association.)

In the presentation of the law pertaining to landlords' liens, I am conscious of the fact that I am addressing grain dealers from various states mainly interested in the question as it affects them in their particular business, and I shall therefore not present the law as relating to landlords' liens in general, but only that which the statutes of a number of states give to the landlord upon the crops raised upon his land. Special statutes have been enacted by the legislatures of Indiana, Iowa, Illinois, Missouri and Kansas giving the landlord a specific lien on the crops grown or growing upon demised premises, while in Pennsylvania, Ohio, Michigan, Wisconsin, Minnesota and Nebraska no such special lien is given. In these last named states the rights of the landlord as respecting the crops grown upon the premises are no greater than those of the landlord of property in general. Inasmuch as Indiana, Illinois, Iowa, Missouri and Kansas are the largest grain producing states and probably furnish the majority of the delegates to this convention, I will confine what I have to say to the law of these four states.

#### INDIANA.

The statutes of Indiana provide that in all cases where a tenant agrees to pay as rent a part of the crop raised on the premises, or rent in kind, or cash rent, the landlord shall have a lien on the crop raised under such contract for the payment of such rent; which lien, if the tenant refuses or neglects to pay or deliver to the landlord such rent when due, may be enforced by a sale of such crop, in the same manner as the lien of a chattel mortgage containing a power to sell. In a recent case of *Campbell vs. Brown* (54 N. E. Rep. 499) the Appellate Court of Indiana has sustained this law and held that the tenant cannot divest the landlord of such lien without his knowledge or consent; that if the tenant sells the landlord's share of the crop without his permission, he may recover such share or value from the purchaser, for the purchaser cannot acquire a better title to the crop than the tenant had, and that the purchaser is bound to take notice of the statutory lien which the landlord has upon the crop for the payment of rent due or to become due.

#### ILLINOIS.

Our Illinois statute provides, "that every landlord shall have a lien upon the crops grown or growing upon the demised premises for the rent thereof, whether the same is payable wholly or in part in money or specific articles of property or products of the premises, or labor, and also for the faithful performance of the terms of the lease. Such lien shall continue for the period of six months after the expiration of the term for which the premises were demised."

There have been numerous decisions of the Illinois Supreme Court under this law, which, in the main, have been very favorable to the landlord. The court has held that this lien is independent of the landlord's right to distrain for rent, which, under the Illinois statute, he has a right to do not only when rent is due, but also in case the tenant attempts to sell the grain or abandon the premises, or shall in any manner endanger the lien of the landlord upon the crops for the rent agreed to be paid. This lien has been held to be paramount to all other liens or claims unless waived by the landlord, or unless he does not enforce it within the proper time.

In nearly every case brought under this statute against the grain dealer to recover the value of the grain which he purchased from the tenant, it has been alleged and proved that the dealer knew that the grain came from the landlord's premises, and that the seller was a tenant upon such premises. It was not attempted to hold the purchaser liable for the value of such grain without charging him with either actual or constructive knowledge of the facts, until in the comparatively recent case of *Harding vs. Finney* (136 Ill. 573) the question was raised as to "whether or not a bona fide purchaser, without notice of crops grown on rented premises, for a valuable consideration, is protected in law;" or, as was stated by counsel for the landlord, "does the statutory lien of the landlord on the crops hold against the purchaser of the crop from the tenant, who purchased within the six months named by the statute, but whose purchase, however, is in good faith for value, without actual notice of the existence of the facts contemplated by the provisions of the statute creating the lien," and it was attempted in that case to get a decision from the Supreme Court giving the landlord a right of action against a bona fide purchaser for such crops purchased by him.

The facts in that case, briefly stated, were that George F. Harding, a resident of Chicago, made a lease in writing to a man by the name of Klien of a quarter of a section of land in Douglas county for one year from March 1, 1886, at the cash rental of \$480, payable on or before the first day of January next following and providing among other things that the crops should not be removed until the rent was paid. In August and December of 1886 a firm of grain dealers at Tuscola, about three miles from the farm, purchased from the tenant certain oats and corn raised upon the premises to the value of \$227.16, and paid him therefor in good faith, and without any notice that he was a tenant or that the grain had been raised on demised premises, or that any rent was unpaid. About the first of January, 1887, Klien, the tenant, left the farm and county, wholly insolvent, and with \$380 of the rent unpaid. The landlord brought the suit in October of 1887 in assumpsit against the firm of grain dealers for the value of the grain purchased by them, and obtained a judgment,



which judgment was affirmed by the Appellate Court. On appeal to the Supreme Court, the law governing this class of cases as laid down by the decisions of various states was fully discussed. Among other things the Supreme Court says: "It would seem to have been within legislative contemplation that the tenant had a right to sell the crops, reserving enough to satisfy his landlord's rent. But be this as it may, it is apparent that the landlord has the ready means of protecting his lien and securing himself against loss by the sale and removal of the crop, by the exercise of ordinary diligence and oversight. It must be admitted, on the other hand, that the purchaser of the crop, after its severance and at a distance from the demised premises, is without such means of protection. It is a familiar principle that bona fide purchasers are favorites of the law, and the policy has ever been to protect them." The court holds that the landlord has no right of property in the crop, and no right to its possession, and hence cannot maintain a suit except an action on the case for a fraudulent act intended to impair the landlord's security. "The gist of the right of recovery in this case," says the court, "is the wrongful or tortious act of the defendant (that is, the grain dealer) or the omission of some legal duty, in consequence of which injury has resulted to the plaintiff." In that case it was held that there was no fraudulent act, no knowledge of the lien of the landlord, or any intention to deprive him of his security, or to do any wrongful act, but was a purchase in good faith and for value from the tenant, who is not only the owner of the property but clothed with the indicia of ownership. The decisions of the lower courts were reversed, and this case may be considered as establishing the law that where the dealer purchases grain without knowing, or having the means of knowing, that the grain came from demised premises, and that there is a probability of the landlord's lien upon the grain, he is protected in such purchase.

Again it has been held in a recent case decided by the Appellate Court of Illinois of the Third district (Bowers vs. Davis, 79 Ill. 348) that the dealer is protected in the purchase of grain from a tenant where it is proved on trial that the landlord consented that the tenant should sell the grain and so informed the dealer, notwithstanding that the landlord told the dealer that he expected the tenant to pay him his rent out of the proceeds of the grain.

It will therefore be seen, under the Illinois decisions, that unless the dealer is a bona fide purchaser without notice of a prior claim on behalf of the landlord, or unless the landlord has waived his lien by consenting to the sale of the grain by the tenant, or unless the landlord has not enforced his lien within the time fixed by the statute, namely, within six months after the expiration of the term for which the premises were leased, the dealer becomes liable to the landlord for the value of the grain purchased from the tenant to the extent of the amount remaining due for rent.

In surmise that some one may inquire who is a bona fide purchaser without notice, I will add that it is the common doctrine that whatever is sufficient to put the purchaser upon inquiry, is good notice of whatever the inquiry would have disclosed, and therefore if the dealer has knowledge of any fact that would raise a suspicion in the mind of a prudent business man that the landlord has a lien upon the grain for his rent, he should make due inquiry as to whether or not the rent has been paid, and not purchase the grain without the consent of the landlord.

#### IOWA.

The Iowa code provides that a landlord shall have a lien for his rent upon crops grown upon leased premises and upon any other personal property of the tenant which has been used or kept thereon during the term and not exempt from execution, for the period of one year after a year's rent or the rent of a shorter period falls due; but such lien shall not in any case continue for more than six months after the expiration of the term. In the case of Holden vs. Cox (60 Ia. 449) it was held that the landlord's lien attached to corn raised on the farm, which was sold by the tenant and the landlord was allowed to recover for the value of the corn in an action for damages against the purchaser. So, too, in a case decided in 1895 (Evans vs. Collins, 62 N. W. Rep. 610) the Supreme Court of Iowa sustained a judgment given a landlord against a grain dealer in Mason City, who bought 500 bushels of oats from a tenant. The lower court found that the dealer knew at the time he purchased the

oats that they had been grown on the plaintiff's land. There seems to have been no testimony as to whether or not the landlord or his agent knew that the tenant was disposing of the property. It was contended by the dealer that he did not know that he was buying the oats from a tenant, and that he was an innocent purchaser for value. The court says: "If it be conceded his contention is correct, yet it does not follow that he can escape liability," thus strongly indicating that that court would not follow the Supreme Court of Illinois.

The Iowa Supreme Court has made an exception, however, to the above rule. In a case (Wright vs. E. M. Dickey Co., 83 Ia. 464) where it appeared that the landlord knew that the tenant was hauling his wheat to market and selling it, and where he admitted that he had relied upon the tenant to pay his rent out of the proceeds of the sale of the grain, and therefore did not stop him, the court says: "It is a familiar principle that where one of two innocent parties must suffer for the wrongful act of the other, the one who rendered the wrongful act possible must bear the burden. Conceding that the plaintiff had a landlord's lien upon the wheat in full force, he would have prevented injury to himself and to the defendant by asserting or making known that lien when he knew the wheat was being sold to an innocent purchaser."

In a case decided in May, 1895 (Blake vs. Charles Counselman & Co., 63 N. W. Rep. 679) the facts as certified by the lower court were substantially as follows: The plaintiffs were the owners of a farm situated about two miles from the town of Collander, in Webster county, Iowa. They had rented the premises for a term ending March 1, 1892, and had taken a note for the rent which became due January 1, 1892. During the winter of '91 and '92 Counselman & Co. were grain dealers in the town of Collander, and they bought of the tenant some 300 bushels of corn, which the tenant delivered to them at their warehouse in Collander. About 100 bushels were delivered at various times during the winter and the remainder of 200 bushels was delivered between the 5th and 15th of February, 1892. There was no contract between the tenant and Counselman & Co. for any particular amount of corn, but each load was purchased and delivered by itself and settled for as delivered. Every bushel of corn thus delivered had been paid for to the tenant by the 15th of February, 1892, and Counselman & Co. had no actual or other notice, except as the law may imply, that this corn was raised on leased premises, or that the seller was a tenant on the plaintiff's land, or that the plaintiffs had any lien thereon. On the 18th day of February, just three days after Counselman & Co. had settled with the tenant, the plaintiffs demanded of them payment for the corn. It appeared in evidence that the landlords had visited the farm in November, 1891, at the time when the tenant was at work in the field husking corn. The plaintiffs at that time knew that the tenant had sold and delivered almost the entire crop of oats raised by him on the place, and had appropriated the proceeds. They made no attempt to investigate or look up the oats and gave no direction to the tenant as to his disposition of the corn, and made no inquiry as to his proposed disposition of it. The entire rent remained unpaid except \$25. It also appeared from the evidence that the landlords had realized about \$30 from the sale of property covered by a mortgage to them to secure the rent. Outside of the crops grown on the premises this property appeared to be the only available property subject to the lien. Upon these facts the following questions were submitted: (1st) Did the landlord's lien extend to these 300 bushels of corn so as to make the defendants liable to the plaintiffs for the value thereof? (2nd) Under the facts as given can the plaintiffs be held to have waived their lien upon the corn thus delivered to the defendants? In answering these questions the Supreme Court of Iowa held that the landlords had not waived their lien and that the defendants were liable to them for the value of the corn.

It seems to me that this decision is unreasonable and that the Supreme Court of Iowa went too far in maintaining the landlord's lien under the circumstances of this case. In my opinion the court should have followed the case in 83 Ia. and held that the landlords had waived their lien. It is not for me, however, at this time to criticize our courts in the decisions which they have made, but only to give you gentlemen as clear an idea as I possibly can of the law as it exists, in order that you may be able to avoid entangling lawsuits.

#### KANSAS.

The legislature of Kansas has enacted by the statute substantially the law of Illinois and Iowa as found in the decisions. The statute of Kansas (Sec. 24, Chap. 35) provides that "Any rent due for farming land shall be a lien on the crops grown or made on the premises. Such lien may be enforced by action and attachment therein as provided." (26) "The person entitled to the rent may recover from the purchaser of the crop or any part thereof, with notice of the lien, the value of the crop purchased, to the extent of the rent due and damages."

This act has been enforced in the case of Neifert vs. Ames, 26 Kans. 515, and seems to be so clear that a construction from the court has been unnecessary. It will be observed that the purchaser is liable to the landlord only in case that he has notice of the lien. This, so far as I have been able to find, has not been judicially construed, but I apprehend that any fact that would place the grain dealer upon inquiry as to whether or not the landlord had a lien, would be sufficient notice to bind him and make him liable to the landlord in case he purchased the crop from the tenant.

#### MISSOURI.

The Missouri statute gives the landlord a right to attach the crop if the tenant attempts to sell or remove it, and further provides that "If any person shall buy any crop grown on demised premises upon which any rent is unpaid, and such purchaser has knowledge of the fact that such crop was grown on demised premises, he shall be liable in an action for the value thereof, to any party entitled thereto, or made subject to garnishment at law in any suit against the tenant for the recovery of the rent."

Here, too, it will be noticed that the Missouri statute is quite clear and explicit, but that it also only holds the purchaser liable where he has knowledge of the fact that such crop was grown on the demised premises. So far as I have been able to find this act has never been before the courts of Missouri for construction, but no doubt that grain dealers of that state can be held liable under it if they purchase grain from the tenant contrary to its provisions.

I apprehend that most of you think by this time that the law is very dry and uninteresting, unless it be that some of you have been involved in suits similar to those I have mentioned, in which case you are no doubt impressed with the fact that the law can become very interesting indeed. It has seemed to me as I have looked into this subject with a view of presenting it to you on this occasion that the law has placed the grain dealer at a decided disadvantage, and is on the whole unfair and inequitable. The landlord is nearly always in a position to enforce the collection of his rent. If the tenant attempts to remove the grain before the rent is paid, the landlord can prevent him, and if the rent is not due he can declare it due for the purpose of enforcing his lien. There is none so vigilant as the landlord, and if perchance he becomes careless in looking after his rights, it is unfair to make the grain dealer a collection agency for him. I know from experience that grain dealers "have troubles of their own," as the boys would say, without being the legal guardians of this large class of landlords.

Until, however, you as individuals or an association can bring about a change of the law, I would advise you all to be cautious in buying grain of a tenant, and to keep your eye on the landlord to see that he hasn't a knife up his sleeve in the way of a "landlord's lien."

#### GOVERNMENT CROP REPORT.

John Hyde, statistician of the Department of Agriculture, in his report issued Nov. 10, gives the yield of corn at 25.2 bushels per acre; against 24.8 last year. The yields in the principal corn states are placed at 31 in Pennsylvania, 34 in Ohio, 37 in Indiana, 35 in Illinois, 31 in Iowa, 25 in Missouri, 29 in Kansas, and 27 in Nebraska.

The yield of buckwheat is placed at 17.2 per acre, against 17.3 in 1898, and 20.7 bushels in 1897.

The first of nine steamers with American corn arrived at Reval, Russia, October 11.



## MEETING OF THE ILLINOIS GRAIN DEALERS.

The autumn meeting of the Illinois Grain Dealers' Association was called to order by Pres. E. R. Ulrich, Jr., of Springfield, at 10:20 A. M. Wednesday, Nov. 1, 1899, and introduced the Mayor, C. J. Sabin, who welcomed the dealers in the name of the citizens and especially the grain dealers of Champaign. He presented a large wooden key and guaranteed that it would open all the gates of the city. (Applause.)

S. S. Tanner, ex-president of the association, responded in his usual happy vein and thanked the Mayor and citizens for the welcome tendered.

President Ulrich: Since the June meeting in Decatur, we have published at great expense a little pamphlet containing the names of the regular grain dealers. The names of some have been omitted by error in the rush to get it out. If your name is not in the list notify the secretary. We will publish corrections and additions from month to month and hope to get it perfect eventually.

Another line of work which we have taken up since the June meeting is the organization of local associations. Our traveling representatives, Mr. B. F. Walter and J. W. Cleland, have done very efficient work in this line and materially increased our membership. If you want a local association in your district notify the secretary.

I believe the track buyers could help the country buyers by sending their bids under cover. The postal card bids are so open that the information now reaches some it is not intended for, and it makes trouble for the regular dealer.

Bids by telephone should be made in cipher as anyone can enter a public telephone booth and by putting the receiver to his ear can learn what bids are being made at the time along the line, what sales are made. It makes trouble for the regular dealers.

Some of the commission houses have neglected to reply to letters of the secretary. An Illinois judge has recently held that where a party refuses to reply to questions put to them, then must they be considered guilty. I think we must render the same judgment upon track buyers and commission men who refuse to reply to the secretary's letters.

We will next have a paper on "What Association Work has done and will do for the Trade," by G. A. Stibbens, Coburg, Ia. Secretary Tyler read the paper which is as follows:

## WHAT ASSOCIATION WORK HAS DONE AND WILL DO FOR THE TRADE.

Mr. President and Gentlemen of the Illinois Grain Dealers' Association: If you would ask me 'What has association work done for the trade?' the question would be answered by asking you to go back to the condition of affairs existing prior to your organization.

If you desire to know something of what the good results will be in the future, study well your past experience as an organization and you will have formed a correct idea of what is in store for you.

The grain trade in years gone by was a sort of a free-for-all, go as you please affair, and no entrance fee was charged, but the pace set was fast and furious; nothing but thoroughbreds long survived. Some person unknown to the writer conceived the idea of organizing the grain trade, and he certainly was a man of God, for he planted an association twig in Illinois, which grew so large that its branches extended to other states. Today we have one great chain of associations extending from Ohio west to the Colorado line, and

from the southern border of Minnesota south to the Gulf of Mexico.

The grain dealers of the great state of Illinois should be, and I presume are proud of the fact, that they gave birth to this child of organization. The average country grain dealer seems to be in a nightmare, conscious that something is being done in his behalf, but you can't arouse him to the point of taking an active interest in this work. I often wonder how so much good has been accomplished.

If we could awaken the interest that should exist in every fair-minded dealer we would have but little trouble in overcoming the evils existing in our business. Country dealers owe their business existence to this and kindred organizations. A few brave and loyal men have stood at the helm and piloted you safely into the harbor, but you have not given them the moral support they were justly entitled to, neither have they received a competent remuneration for the service rendered. Past experience should teach you that it is absolutely necessary for you to put forth your best efforts in order to attain the best results. You should support your officers in a manner to lighten their burden, which would convince them their efforts were appreciated.

Association work has educated the track buyer and commission man that it is wise not to bid the scalper and irregular dealers. Thanks for their good support. Scalpers are as rare at this time as prosperous grain dealers were before this work was started. These organized bodies of grain dealers have annihilated that feeling of bitter jealousy existing among competitors, and today, generally speaking, we have one great throng of thriving dealers working in harmony. Has this all been brought about by chance? Did it all come of its own accord? No, it is the outcome of organization. It has been an uphill pull, but commission firms are now fast being persuaded not to receive consignments from irregular dealers.

Short weights at terminal markets have been and are being investigated, and the time is not far distant when they will be compelled to yield to public sentiment in this respect. This vast army of organized dealers are now in condition to demand, if necessary, fair treatment in all the markets of the country. All that is necessary to obtain justice is to stand together as one man battling for his rights.

The time is now ripe for associations to wield an influence in legislative matters. You are all aware that we have laws in all states detrimental to our business, and we should see to it that these unjust laws are repealed or amended. According to the statutes of several states, if a man drives a load of grain on to your scales, in order to protect your interest you are forced to ask him if he stole it, or if there is a mortgage on it, and last of all, is it subject to a landlord's lien. If you are not familiar with all the facts, you are absolutely compelled to ask these questions. Law is said to be founded on justice and common sense. I want to ask you in all candor, are the laws I have named founded on either? The remedy for these ill-advised measures is within the power of combined effort on the part of all associations.

The grain trade in this country represents an amount of money, so large in the aggregate, that if reduced to figures, it would astonish a Vanderbilt. Then why should we submit to the many evils pertaining to the business? They will never right themselves; it must be done by you.

Here in Illinois, you have a grand organization covering the entire state, and you should guard your interests well, in order that you may be able to hand over to your posterity a work that can not be obliterated by time.

If these organizations are as progressive in the next few years as they have been in the past, no pen or tongue can describe what is in store for us. This work is only in its infancy, and if properly nourished it will grow beyond all recognition. The old soldiers in this cause will soon pass from the stage of action, and it behooves them to plant landmarks along the line they have traveled that will shine forth in brilliant splendor in order that no backward steps be taken by those who take up the work after them.

The evils of the grain trade have not all been eradicated, neither do I know that they ever will be, but I firmly believe they will be, if we keep up the determined work that has already been started. It is within our power to correct all abuses. Are we going to do it? I say we are, and no man dares to dispute it.

We have a few country grain dealers in all sections who will not support their lo-

cal organizations, but are ever ready and willing to enjoy the fruit of our labor. When you ask them to contribute a dollar to help carry on the work, they go off into a spasm, and tell you it is of no benefit to them, but this class of dealers is receiving the same benefits that you are who bear the burden, and they will tell you if the corn is not shelled to drive on. The trouble is, they want something for nothing, and are receiving it, but they do not seem to realize that it takes money and brains to carry on this work. Every association should have a man it could send to the stations run by these drones and start a scoop shovel business in order to bring them to their senses. If this were done, I predict it would not be long until the last one of them would be climbing into the band wagon.

The future success of this work is bright indeed. We are nearing the time when the dockage of three pounds and upwards per thousand will not be taken out of our grain to swell the purse of the terminal elevator owners. The time will soon come when inspection departments will be taken out of politics. Very soon exorbitant discounts on off-grade grain sold to track buyers will be a thing of the past. We are fast approaching the time when innocent buyers of grain will not be compelled by law to pay for grain the second time. The time has already come for the railroads to protect the interest of the regular shipper, and they are doing it to the best of their ability. I think I hear some drone dealer ask, Do you think the streams will all be flowing full with milk and honey? We think they will, but you drones will get there so late it will all be gone.

We should profit by past experience, and we certainly are in better condition to carry on this work than ever before, as we are more familiar with the needs of the trade. We have already accomplished a great many reforms that are beneficial to the trade, but we must not stop, for we are only fairly started. But if we pursue the course adopted in a persistent and business-like manner we are certain to win in the end. We will not always find smooth sailing. When we find obstacles in our way the remedy will be forthcoming. The eyes of the outside world are upon us, and we dare not falter from doing our duty, for any backward step will be suicidal to our cause. The giant evils of the trade have a strong foothold, and it will take a combined effort of all associations to overcome them. Over in Iowa and Missouri we have the kindest feeling for our Illinois brethren and stand ever ready to join hands with them in bettering our condition, and in behalf of the Grain Dealers' Union I bid you God-speed.

Prof. Burrill invited the dealers to visit the State University.

Secretary Tyler expressed gratification at the information given the dealers regarding the State University and moved that the invitation be accepted. This was carried and it was agreed to go to the University at 1:30 p. m.

Ross Hockaday, Oreanta: I move that this Association tender a vote of thanks to G. A. Stibbens of Coburg, Ia., for his able paper. Carried.

B. S. Tyler, Decatur, addressed the meeting on When Commission Merchants, Track Buyers, or Brokers Refuse to Adopt Our Regular List as Their Bidding List, Then What? and in part said:

Several days ago a baker's dozen met in Springfield and determined to do something to advance the interest of the regular grain dealers. The cities have ordinances to protect the regular merchants from the traveling peddlers. The grain dealer is not protected so we must protect ourselves. We are not striving to hurt the business of the regular dealers, but we can not tolerate the man who has no facilities for handling grain. We have compiled a printed list of the regular dealers and are sending them to the track buyers and commission men. We want to have the list correct as possible and I wish everyone of you send me notices of changes or errors. It is to your interest to have it



complete, to assist us in having it perfect. I want to hear from the local dealers.

One track buyer sent us a list of 93 and a receiver sent us a list of 42 for correction. Some of the parties on those lists were dead. Some were bankrupts, others had left the state, while still others had never shipped grain, yet these men were wasting postage on them.

Thos. Costello, Maroa: I will not do business with any track buyer or receiver who handles the business of an irregular dealer, whether that dealer be in my territory or elsewhere. If he encourages such shippers anywhere, he will in my territory when he gets a chance. No regular dealer can afford to do business with him.

Ross Hockaday, Oreana: I believe in giving the devil his due. I think the local dealers are more to blame for information regarding markets reaching the farmer than the commission men. The dealers are too careless about leaving their card bids open to all who come into their office. I get 6 to 8 postal cards each day. I should not receive one. The information should be sent under a two cent stamp. I lock up my bids so no one can get the information without breaking the lock. Do any of you do that? No! you throw them on the floor or into the street and spread the information yourselves. I will venture the statement that the grain dealers are directly responsible for four-fifths of the trouble due to market information reaching the farmers.

Mr. F. W. Aldridge, McLean: What arguments or reasons are advanced by commission men for not confining their business to the regular dealers?

Secretary Tyler: They have advanced no reasons. We have published the names of the receivers and track buyers who have agreed to confine their business to the regular dealers.

H. C. Mowrey, Forsyth: The greatest punishment you can inflict upon those who handle the grain shipments of irregular dealers is to advise all regular dealers of such action. No regular dealer wishes to do business with a receiver or track buyer who handles the grain of irregular dealers.

B. F. Traxler, Chicago: Does the list of regular dealers include only the names of receivers and track buyers who have agreed to confine their business to the list? You publish the names of some 30 Chicago firms yet we have about 300. What about those not on the list?

Secretary Tyler: We issued the list in a hurry and before we had time to see all of the receivers and track buyers. After it was out I sent notice of the list to each receiver and track buyer and enclosed the following order:

B. S. Tyler, Sec'y.  
Decatur, Ill.

Dear Sir:

Please mail us the Illinois Grain Dealers' Association list of regular dealers, and we will use it exclusively as our buying, bidding or soliciting list in the territory that it covers.

Yours truly,

I am receiving these orders properly signed daily and will publish the additional names of track buyers and receivers who have agreed to stand by the list, in my monthly bulletin, which will be sent to all members.

Thos. Costello: I have heard of a

member of this association who declines to pay his just debt to a Chicago commission firm. Now, I think this is wrong. I believe we can not afford to uphold such dealers. He should be requested to settle or resign his membership. (Applause.)

President Ulrich: I believe Mr. Costello voices the sentiment of the Association.

W. M. Timberlake, Chicago: I have traveled some and visited many country grain offices. I have always been able to see all the bids and learn what others are bidding, and I have seen farmers come in and look at the bids. In this matter of postal card bids I will say that it is not the extra expense which prompts us to use postal cards, but we have not time to fold, enclose and stamp the bids.

B. S. Tyler: If the bids were enclosed in a one cent envelope the postmaster could not see them, nor could he place them in the boxes so persons outside could read them.

Ross Hockaday: If you must leave out bids leave out the low ones.

S. S. Tanner, Minier: If I understand the laws of debate all this is foreign to the subject in hand. I think that the



The Only Bull at the Meeting.

responsible firms should be listed if they are willing to ignore the irresponsible, irregular dealers; if not then their names should have a black line drawn through them. We have not yet done our full duty, but when our list is complete I think we should adopt a resolution which will in effect notify every member of the name of the receiver or track buyer who refuses to stop receiving or bidding the irregular dealers.

Adjourned for dinner.

#### VISIT THE UNIVERSITY.

At 1:30 p. m. the dealers left on special electric cars for Urbana to visit the State University of Illinois. Thomas J. Burrill, Ph.D., LL.D., of the University acted as guide, pointing out the different buildings and explaining their use. The dealers were first escorted to the armory, thence to mechanical building, science hall, laboratories, class building, and after a survey of the site upon which the new agricultural building is being erected, which will be the finest of its kind, were led to the library building. While the dealers were here assembled, Prof. Burrill, thanking them for taking enough of their valuable meeting time to visit the University and grounds en masse. Secretary Tyler responded, saying that the dealers were more than pleased to have

this opportunity to visit the University, and that they did not realize what a grand institution of learning the State of Illinois had. The return trip was then made to the meeting room.

#### AFTERNOON SESSION.

The meeting was called to order by President Ulrich at 3:00 p. m.

Secretary Tyler read a paper on Clippers and Cleaners in Country Elevators by Thos. P. Baxter of Taylorville, Ill., which follows:

#### CLIPPERS AND CLEANERS.

There has been great good accomplished since our last meeting in June. This organization is the mother of all organizations of its kind, and its standing today makes it the fitting alma mater of all others, and graded as we grade grain, it would grade No. 1, having been clipped and cleaned by up-to-date management with the most efficient officers who have done their work well and faithfully, and no doubt but that their teaching has reached and benefited every member, and each one should have learned his whole duty to himself and toward his competitors.

Evidently our officers have been casting about and contrasting our country elevators of today with their modern appliances including clippers and cleaners, with the primitive grain houses of years ago when we (most of us) were boys; and have found with all the improvements in buildings and machinery, they have not benefited the owners. Likewise our grand association, with its many-times-revised constitution, and amended and carefully rewritten by-laws, managed by industrious, faithful and honest officers; yet the good hoped for and expected has not been accomplished by it. Therefore it is fitting that today we review the past and try to discern what is the matter. Patrick Henry said, "There is no way to judge the future so well as by the past." Therefore if our achievements have not been sufficient to justify a peace jubilee today, let us have an experience conference, review the past and if possible benefit by our mistakes, go forth with renewed vigor and determination to emulate the example of the lion and the lamb; not by lying down, but by taking each other by the hand of fellowship and not be found fighting until we die.

Thirty years ago grain buyers, with the simplicity common to all kinds of business, bought and handled grain just as it left the farm. Condition, grade and kind were carefully considered, and each kept separate from the other in boxes, granaries and warehouses, and each valued according to quality and condition. In those days the farmer after threshing his grain recleaned it with hand-cleaners at his expense, the buyer having but little expense but to weigh it and load into cars. Not so today. The volume of grain increased, and increased facilities were necessary, and with experience and genius we have the modern elevator, with clipper and cleaner, towering heavenward. "Westward the course of empire takes its way," with the grain buyer in the van. But in the evolution of appliances and with the help of the mechanic, the architect and inventor, we, the modern grain buyers, have been but little benefited. The primitive grain buyer with but small capital and comparatively no conveniences made as much or more money than the present up-to-date "astute Alexander" with his clippers and cleaners. Thus we have been the benefactors and the farmer the beneficiary. I would ask today, Do you wish to continue as benefactors? Or will you benefit by the past and use your experience and splendid elevators for your own benefits?

Do not forget, however, that the honest farmer takes the cake when you give him a chance. While dealers progress in appliances and methods of business, they too often fail to bring them to their account; they get on too well in cunning, sharp practice, jealousy and deceit; their ambition is to do the other fellow. I mean their competitors. Some are even worse; they take the position of the dog with the bone. The time was not long ago when the grain business was completely demoralized. Elevators were sold at 25 to 50 per cent. of their cost. Utter ruin seemed inevitable. At this juncture, by providential interposition, it would seem, somebody conceived the idea of a grain dealers' association, and one was organized in this state. From that beginning similar organizations are in existence in almost all the grain



states; and hence we are here today. This association is, and has been, what its members have made it. The work done, and good accomplished, is beyond comprehension. Our elevators have enhanced in value to a par basis. The work, however, has been slightly superficial, having a large field to cover, with a limited support for carrying on the work. This has been caused by failure of members to contribute financial and other support. However, I am proud to say that a large majority of the buyers who have been solicited have become members, and the majority of our members are staunch supporters, broad-minded, liberal-hearted and progressive, and are trying to do themselves good without trying to do harm to others. The buyers who refuse to join the association, and some who do join but fail to pay dues, are the disturbers. Both of the latter classes say, "The association is not perfect." I ask, How could any organization reach a high standard with such an element to contend with?

Now, then, it is apparent that no matter how extensive our facilities are, unless we can do business on a fair margin of profit, we are worse off by improved elevators, because it requires too much capital tied up. Unless we can buy right we can do no good. It is a true adage, that goods well bought are half sold. Our besetting evil and possibly the ruin of our business is strife and jealousy by which extravagant prices are paid. Have we any safeguard left but our association? I say, no. The strength of a chain is that of its weakest link. Can we afford to have weak links in the chain of our association? Again I say, no. Then we must repair the weak links by reaching and bringing our weak members into line. I have thought for a long time that in our association work we have devoted too much time and energy to generalities and to subjects of less importance to the neglect of harmony among members. I think we can afford to drop for the time being at least, terminal weights, clean bills of lading, crop reports, and legislating for the benefit of farmers, and turn our whole attention to local association work. By local association work, I do not mean simply the forming of divisions, but I mean to adopt a policy whereby the individual member can have his troubles corrected without making any effort himself. This plan would not be necessary to reach all members; not probably to exceed 25 per cent. of the total. There are but a few scattered in each county who need hand-cuffing and hobbles and constant attention to keep them right. But small as this percentage may be it is sufficient to disturb and weaken the entire association, and is the thing of paramount importance to be considered at this time. Doctors tell us once having the patient properly diagnosed, the treatment is comparatively easy. There is no question but that we understand our patient's ailment; then it would seem that we should be able to meet the emergency.

I venture the assertion that if financial support can be assured our efficient officers will correct all evils we are beset with. The tendency of old nature is not toward goodness, but toward sin. Some members will not work for themselves; they will not make the self-confession as did the French preacher who in his prayer said, "Lord, take me, for I cannot give myself to Thee. When Thou hast me, keep me, for I cannot keep myself for Thee; and save me in spite of myself."

Therefore we cannot expect weak members and buyers who are not members to take the position of the French preacher, but the association must buckle on its armor and go out into the byways and hedges and not be content with the second invitation; but take them arbitrarily, and without reference to the condition in which they are found.

B. S. Tyler moved that a committee of three be appointed as a Committee on Resolutions:

President Ulrich appointed as such committee, S. S. Tanner, Minier; B. P. Staley, Champaign; R. G. Risser, Kankakee.

H. C. Mowrey of Forsyth, Ill., addressed the members on Your Neighbor Dealer Will Treat You as Well as You Treat Him, from which we take the following:

The part of the state which needs the golden rule, the dealer who needs to have it talked to him is not here today.

Before administering such talks it is policy to look him over and see what will be the effect of what you are to say. You may prefer to shake hands with him.

For some reason or other, we have made a great step ahead in the grain business in Illinois during late years. We used to hate each other most bitterly. I remember I wished to erect a smoke stack and asked my competitor to let some of his men help me lift it up. He flew into a rage and said, "No, sir." That was 32 years ago. Since then we have become friendly and our boys work in the same office. I remember that the dealers used to bear each other so much ill-will that some of them came to blows. We never had any use for a competitor and cursed him whenever we had an opportunity. I remember once the dealers of a certain town got into a fist fight. One lost his coat; the other exclaimed "I am ashamed of this." "Well you ought to be," responded the other.

The feeling among the dealers has changed and we are more friendly, more tolerant. No longer are they ever ready to show their feeling towards one another. They are now satisfied without a continual fight. In the olden days the grain dealers who were competitors would not attend the same church. It is all right now. The dealers have learned that the better they treat their competitors the better they will be treated.

The local associations should bring about still a better feeling among competing dealers. The local associations get the dealers of a district together and help to establish a friendly feeling among all the dealers. They will prove a great help to the trade.

S. S. Tanner, Minier, spoke on Short Weights in which he said: In summing up our shipments recently I discovered that our shortages at one place were double what they were elsewhere. After several letters had passed the offender invited us to come and examine their scales. I could not go. The correspondence continued, and I learned that our corn to that place was screened and the screenings were charged to us, thus making a heavy shortage. We sold 3 corn and the corn we shipped graded 3. The grade rules allow a certain amount of dirt. I wrote to Chicago and learned upon authority of the Board of Trade Weighmaster that dockage for screenings was not practiced in Chicago. I think this Association should take some action to stop such practice. The offenders have very generously offered to take part in a friendly contest in the court. They say if there is any law to compel them to pay for foreign matter contained in grain they will abide by it. We declined. We feel that we have been imposed upon. It is hard on us. We can not stand it.

In order to emphasize his position Mr. Tanner elucidated the matter by narrating in his inimitable manner two stories, which brought down the house and drove away all serious thought of the trouble of which he complained.

A paper by E. J. Smiley of Concordia, Kan., on Past, Present and Future, was read by Secretary Tyler from which we take the following:

#### PAST, PRESENT AND FUTURE.

In referring to the past it will be necessary for us to go back prior to the time the Interstate Commerce Law was passed, in order to illustrate the past conditions of

the grain trade compared with the present. Prior to the enactment of the Interstate Commerce Law, every regular dealer was protected by the transportation companies in being allowed a rebate of a certain amount per hundred pounds. Prior to the enactment of this law very little complaint was made of any of the troubles we now complain of. If a shipper sustained a loss of ten or fifteen bushels on a car of grain he thought nothing about it as his profit secured by means of rebate was ample enough to permit of these shortages without bankrupting him.

But how quickly the scene changes. With the advent of this law, hundreds, yes, thousands, of new and inexperienced men engaged in the business with little or no capital, and five years from this time we find the grain trade demoralized and those having capital invested in elevators anxious to dispose of them even at a loss of 50 or 75 per cent. The older and more experienced men realized that unless something was done to protect their interests they would be forced out of business. Necessity demanded that something be done and that at once.

In 1896 Kansas and Nebraska gathered together their scattered forces and reorganized on a different basis, and what do we find at the present time? Iowa with three organizations embracing the entire state, Nebraska with an organization of six-hundred-fifty members out of a possible seven hundred elevators in the state, and Kansas thoroughly organized as well as Oklahoma Territory and Texas. East of the Mississippi we find the great states of Illinois, Ohio and Indiana organized and still organizing to protect their interests that have so long been jeopardized. Will any sane man say that the grain trade has not been benefited by these several organizations? Certainly not, unless it might be some terminal receiver that has felt the power of these different organizations.

Allow me to say right here that if we could rid the different exchanges of the country of the mercenary, conniving commission man one's troubles would be few compared with what they are today. He greets you with a bland smile and swears that he stands ready to protect the interests of the regular grain dealers, and perhaps before the echoes of your footsteps have passed into space he is dictating a letter to some irregular dealer perhaps at your very station, advising him that car No. 7576 has arrived and same has been sold for ½ cent above the market, and proceeds, less the amount of his draft, placed to his credit, and ending with the request that he will remember him when making further shipments to that market. I will ask, Is there a shipper in the state of Illinois that will knowingly do business with any concern that solicits and handles the business of the irregular dealer? I think not. You will readily agree with me that by so doing you are assisting and even encouraging this class of commission merchants to invade your territory with price currents and flattering market quotations, and it will be only a matter of time until your farmer friends will flaunt them in your face, boldly tell you that they can and will ship their own grain. Until your farmer friends commenced to receive these misleading quotations he never questioned your integrity and delivered his product to you, being satisfied that he was receiving full market value.

Now I contend that we can effectually put a stop to terminal dealers soliciting the business of others than regular dealers. We contend that the handling of consignments by terminal dealers is in itself a solicitation of business. You ask how we would stop it. Whenever any dealer finds that a scalper is doing business at a terminal market, advise your secretary and have him write them advising them of the facts in the case. Intimate to them that if this occurs again you may advise the regular trade, and unless their reply is satisfactory, notify every regular dealer by making copies of your letters to them and their replies. Mail same to every dealer in the state. Don't stop there, but notify the secretaries of other state organizations with the request that they lay it before the regular trade in their territory, and, mark what I say, you will have these fellows on their knees imploring you to have mercy. We have tried this plan and are satisfied with results. This is a question that we must meet squarely, and the sooner we do it the better for all concerned.

There is a duty we owe the commission house that stands ready to protect our interests. We should see that he has no cause to regret that he has thrown overboard irregular business. The secretary



should know that he is receiving his full share of business. Apply the Golden Rule, "Do unto others as you would have others do unto you."

The present need is thorough organization. How can we best complete our organizations? Experience has proven to us that we must go to the regular dealer as he will not come to us. We adopted a plan one year ago that with us has been very successful. We secured the names of all the dealers in different parts of the state and called local or district meetings endeavoring to secure the attendance of those not already members of the association, and in most instances were successful. Without an exception we always found some local trouble existing that affected every dealer in the district. Of course, no one was willing to admit that he was in any way to blame for the existing trouble. After securing an expression from every dealer, we find that the shrewd American farmer has taken advantage of the situation and by making false statements has succeeded in keeping up prices with a profit to himself and a loss to the dealer. Who is to blame? The dealers themselves. By bringing the dealers that come in direct competition with one another together at these meetings you will quickly put a stop to ruinous competition and bring the dealers into the association, benefiting them as well as the association. We contend, and experience has taught us, that there is only one way to conduct successfully a profitable grain business, and that is by division of the grain between dealers at local points, or in other words, a bushel pool. Try it and you will find the statement I make is correct.

We certainly have a bright future before us and it rests with the regular dealer as to whether we will progress or retrograde. Let every regular dealer give the association his moral and financial support and in a few short years the troubles and abuses we now complain of will be a thing of the past forever. Let us do our duty as officers and members of our different associations; we will live longer and enjoy life better while we do live, and when we have passed to the great beyond posterity will rise up and call us blessed.

Secretary Tyler read an opinion from the Attorney for the State Railroad and Warehouse Commission on the duty of carriers to supply cars from which we take the following:

Shelbyville, Ill., October 14, 1899.

E. R. Ulrich & Sons, Springfield, Ill.

Gentlemen: Your letter of September 13 to the chairman of the Railroad and Warehouse Commission has been referred to me for an opinion. Under section 22 of the Railroad Act of this state, railroad companies are required to furnish, start and run cars for the transportation of such property as shall, within a reasonable time previous thereto, be ready or be offered for transportation at the several stations on its line. For a failure to furnish such cars they are liable in an action under the statute for treble damages, and in addition thereto are liable to forfeit a sum of not less than twenty-five nor more than one thousand dollars for each offense. In case an action is brought for damages, the party aggrieved has the right of recovery. In case of a fine, it goes to the school fund of the county where the offense is committed.

In order for railroad companies to be liable under this statute, the commodity offered for transportation, such as grain, etc., must be on the line of the road, absolutely ready for shipment; it must be tendered to the agent at the station, ready for shipment, and notice of how many cars will be required to ship the commodity actually on hand at the time the offer is made. Then the railroad company has a reasonable time to furnish the cars. What is a reasonable time is a question of fact, to be determined by a variety of circumstances. For instance, suppose that there was an unexpected rush of business and an unexpected demand for cars. A railroad company, in my opinion, under this statute, would not be required to keep on hand cars more than sufficient to transact the ordinary run of business. However, our own Supreme Court has not passed directly upon that question.

It is not necessary for you to operate through the Railroad and Warehouse Commission; in fact, your remedy is, under our statute, in your hands, and you can consult any good lawyer in your own city.

I refer you to cases *People for use, etc., vs. Ill. & St. Louis R. R. Co.*, 122 Ill., at

page 506, and also 19 Bradwell, at page 141.

Remaining, I am, yours truly,

H. J. HAMLIN,

Attorney Railroad and Warehouse Commission.

Furnishing Means of Transportation—Keeping Depots Open and Lighted and Warmed. (22) Every railroad corporation in the state shall furnish, start and run cars for the transportation of such passengers and property as shall, within a reasonable time previous thereto, be ready or be offered for transportation at the several stations on its railroads, and at the junctions of other railroads, and at such stopping places as may be established for receiving and discharging way-passengers and freights; and shall take, receive, transport and discharge such passengers and property at, from and to such stations, junctions and places on and from all trains advertised to stop at the same for passengers and freight respectively, upon the due payment, or tender of payment, of tolls, freight or fare legally authorized therefor, if payment shall be demanded, and such railroad companies shall at all junctions with other railroads, and at all depots where said railroad companies stop their trains regularly to receive and discharge passengers in cities and villages, for at least one-half hour before the arrival of and one-half hour \* \* \*

2130a. A railway company is bound to construct its road to and from the several points named in its charter, and when built to run its trains over its entire line in such manner as to afford reasonable facilities for the prompt and efficient transaction of such legitimate business as may be offered on any and every part of the road; and this obligation is binding on its successor.

R. G. Risser, Kankakee, read an opinion given to Indiana dealers by an able attorney from the opinions of different attorneys, from which we take the following:

#### CARRIER IS BOUND TO FURNISH CARS.

The railroad company operates a line of railroad and, among other things, carries on the business of hauling, for hire, various kinds of freight, including grain. You, being ready and willing to pay freight charges as required, have ordered of said company cars to be loaded with grain at the usual place of loading for the purpose of shipment. The said company has refused or failed to furnish you the cars ordered, and for such refusal or failure assigns the reason that the demands of the flour shippers of the Northwest have exhausted its supply of cars suitable for grain transportation.

It is well established as law that it is the duty of a common carrier such as the railroad company to put itself in a situation to be at least able to transport an amount of freight of the kind it proposes to carry equal to that which may be ordinarily expected to seek transportation upon its route. And if at a time when the amount of freight is no greater than may ordinarily be expected, it fails or refuses on demand to furnish cars at the usual place for loading, it is liable to the person ordering the cars for the damages he sustains by reason of such refusal or failure.

It is also law that there is no obligation on a common carrier to be in a situation to be able to transport an amount of freight greater than may ordinarily be expected to seek transportation upon its route. It is to be noted, however, that in an action against a common carrier for damages alleged to have been sustained by reason of a refusal or failure to furnish cars, if the defense is unusual pressure of business, or some other cause, which would constitute a legal excuse, the burden rests upon the common carrier to prove the existence of such cause or excuse.

Assuming as true that the railroad company is supplying cars to the northwestern flour shippers, and that if the company were not thus sending its cars to the Northwest it could supply the cars you ordered, the question resolves itself into this: Has the railroad company the right to withhold its cars from you in order to accommodate the northwestern flour men?

In seeking an answer to this question I reason as follows:

The obligation which rests upon the common carrier to furnish means of transportation to the public for the ordinary amount of freight is due to the reliance which the public has a right to place in the fact that the common carrier has held

itself out as ready and willing to furnish such means of transportation. It follows then that the extent of the obligation should be in proportion to the degree of the reliance of the public. And if one class of patrons has rightfully placed greater reliance than another class upon the readiness and ability of the common carrier to furnish means of transportation, the obligation owed to the former class ought to be greater than that owed to the latter class.

It is doubtlessly true that you have placed a far greater degree of reliance in the railroad company's readiness and ability to carry freight than have the northwestern flour shippers. They have several routes over which they may ship their products. They have not invested their capital with any particular reference to the company's route. On the other hand you have erected your elevators along the line of the company's road, with the special consideration that said company would haul your grain. There is no other line over which you can ship. Relying upon said company's professions, you have practically placed yourself in a state of complete dependency upon it. It therefore seems to me that the railroad company owes a far greater obligation to you than to the northwestern flour shippers, and if an emergency compels the company to discriminate, it is in duty bound to discriminate in your favor and against the northwestern flour men.

It is my opinion, therefore, based on the facts and assumptions hereinbefore set forth, that the railroad company was bound to furnish you the cars ordered; that the needs of the northwestern flour shippers did not constitute a legal excuse for the refusal or failure to furnish such cars; and that you have a right of action against said company for such damages as you have sustained by reason of their refusal or failure to furnish you the cars ordered. CHARLES B. CAMPBELL.

We are not here to fight the railroad companies but I think the time is ripe to take some action on this matter of car shortage.

Thos. Costello: I prefer not to get into a fight with the railroads, but I think it would be well to appoint a committee to wait upon the railroads.

G. L. Graham, St. Louis: Spoke on the effect of storage and its effect on car shortage.

B. S. Tyler: It seems to me that the proper thing to do, is to draft a resolution in keeping with our views on this matter of car shortage. There are reasons for the car storage. The unprecedented prosperity has increased the demand for cars, while the car supply has diminished by reason of so many old cars being sent to the bone yard. I have seen hundreds of empty cars go right through my stations to Peoria and back loaded despite the fact that I had orders in of long standing for cars.

S. S. Tanner, Minier: I understand that a dealer who is here today has sold 60,000 bushels of corn to go to New Orleans. The time for delivery has almost expired and the rates are about to be advanced. This is a rank injustice. For one, I am willing to contribute my share to the expense of prosecuting a suit. I do not favor a fight, but a friendly contest. I would like to know if shippers have any rights the railroad companies are required to respect.

W. W. Granger, Cincinnati: I sold 100 tons of hay for delivery at Tampa, Fla., yet I could get no cars. The rates advanced and I am out 40 cents a ton. I think we should have some protection against losses due to rise in rates before we can make delivery. That is, if we make a sale for delivery within a specified time, notify the railroad companies of our sale and apply for cars, it should be required to transport that grain at rates then existing even though the rates be advanced before the cars are furnished the shippers.



Ross Hockaday opposed the bringing of suit against a railroad company. I prefer peaceful methods. Send a committee to wait upon the railroad officials. I have been in the grain business 27 years and never yet had trouble with a railroad company.

W. W. Alder, Lafayette, Ind.: I am surprised to learn that there is a grain shipper in Illinois who has never had any trouble with the railroad. The grain dealers of Western Indiana propose to show the railroads that they intend to have their rights. The sooner they are required to respect your rights the sooner will they be friendly. You go to the head officials and ask for cars and they will laugh at you, and then before giving you the cars asked for they will advance the rates. We have a lot of grain in our transfer elevator at Lafayette and have given the railroads notice that the grain is there and they must take it away at the old rates.

I. P. Rumsey, Chicago: The railroads will give a clean bill of lading for a basket of peaches and everything else, but grain. The Illinois law provides for a clean bill of lading but you don't get it. When you attempt to bring about railroad reform by moral suasion you will retrograde.

A paper by A. H. Bewsher, Omaha, Neb., on Nebraska Local Organizations, was read by Secretary Tyler. It is as follows:

#### LOCAL ORGANIZATION IN NEBRASKA.

Noticing your association has recently inaugurated a system of local meetings throughout your state, and the custom of local organization having originated and been in operation with us for almost two years now, a brief outline of what these meetings have done for us may not be amiss, and something that I say might find interest for you.

At the time our association was reorganized, in April, 1898, the internal condition of the state was much like that of one or two other states that I knew, and like what I imagine is the condition of all unorganized states—one of chaotic disorder. Judging from the statements of the country dealers, one would have been led to believe that the source of all trials and troubles laid solely with the receivers and railroad companies. No one would have thought for a moment to have listened to some of their stories, that they were in the least at fault. These troubles were so numerous that a closer communion among the dealers was found necessary.

General meetings, for the purpose of handling local matters, were a failure, because the entire meeting would be occupied with the troubles of some one or two points, and when these had finished, the others, having no interest in these personal affairs, had tired and departed for their homes. It was noticeable that these conditions varied greatly, hardly any two of them being alike, each being peculiar to its own section. This discovery gave birth to the idea of gathering the dealers of a limited section at some central point and allowing the complainants to unfold their tales of woe, and the defendants, whom I might add were very few and far between, for all were complainants, to answer. The results of this first meeting were so flattering that others were called until finally every section of the state had its own division, its own meeting place, in which the dealers in those sections met and have since met on an average of about every sixty days.

Until these meetings were called, there were many instances wherein the dealers were not even personally acquainted with the dealers at the next station. In some instances, the dealers at some one station were not even on speaking terms. When the cause was looked into, nine times out of ten it proved having been brought about by stories of farmers carried back and forth. In addition to this, the dealers had allowed politics, religion, family affairs and almost every other irritating question on the face of the earth to enter into their business.

At the first series of meetings held much

good was done, but it required two, three and oftentimes four before the division was finally brought to a harmonious basis, owing to the prejudice engendered by the previous years of bad feeling. Today I believe there is not a state, taken as a whole, wherein there is less discord, where prices are more uniform, where there is less weight given to farmers' stories of what competitors will pay, a state where more friendship exists among the dealers in any one particular line and especially that line which seems to breed pugnacity—the grain business; no other state with fewer complaints against the railroads and receivers, for these seemed to evaporate with the disappearance of their local troubles, nor a state possessing a more prosperous and happy class of dealers than Nebraska. This is not exaggerated. It will require but a trip through organized portions of our state to learn that half has not been told, and this condition has been brought about solely through our local meetings. The dealers invited to each of these meetings have an interest in common; they are there to talk over their affairs, suggest improvements, adopt ways and means of benefiting their business; they are in a better position to combat the scalper question, the receiver who encourages this class of business, and to show by being able to govern themselves that they are entitled to the respect and admiration of any other business associate.

What has been done as a result of these meetings in Nebraska can be done elsewhere. Our dealers were no more susceptible to change than the dealers of any other state, our fights were no less bitter, our troubles no fewer. The conditions had become such that the trade was driven to desperation; something had to be done, and as soon as they were shown that they should first correct their own faults before they could attempt to regulate the faults of others, they buckled down to it and had the satisfaction of noticing their external troubles disappearing without their even attempting to regulate them.

There is nothing that has ever been attempted by an association, and I am familiar with the workings of several, that has so nearly filled the bill, so nearly brought relief for all the ills attending the trade, as have these local meetings. Before any reform is attempted, united action must be had, and before this can be obtained friendship must exist. The feeling of confidence and friendship among the dealers we feel to be the keystone to our good work. It is true we have had the hearty sympathy, support and co-operation of all of the dealers in the state. This is necessary. Every member of an association and every member of a division must feel that he is as much responsible for the success of that division as any one. If he finds a neighbor becoming indifferent, it is his duty to go to that neighbor, pour into him some hot stuff and show him the advantage of attending meetings even though it may inconvenience him to do so. The meeting is held as much for his benefit as any one else in the division. Because he has no complaint to file is no reason why he should remain away from the meeting. His neighbor may have some complaint against him that may need explaining, and even though he has not, matters will arise, subjects be discussed and information be asked and given that will more than repay him for the few hours he is occasionally expected to devote to these meetings.

The entire success of the meetings lies wholly with the dealer. If he is enthusiastic, good will result; if he is indifferent, results will be indifferent. If his division is not a success he has no one to blame but himself. It has been wholly the co-operative spirit shown among the dealers in Nebraska that has brought us what little success we have had. As I said before, the same success can be attained by any other section if the dealers will pull together and show a disposition of fairness to all, advantage to none.

A. E. Hutchinson, Harmon: I believe there is but one member of the Association in our part of the state. We would like to have a local association organized in our district.

C. B. Walters, Decatur: If there are two or more dealers who have any difficulties now is the time to report them for adjustment. If any of you want a local association, let your want be known to the Secretary and I will call and try to get you together. Every mem-

ber of a local association must be a member of the State Association.

Adjourned to 7 p. m.

#### EVENING SESSION.

President Ulrich called the meeting to order at 7:45 p. m., and called for Thos. Costello of Maroa, who was booked for a paper on "Do not be too Anxious to Buy Grain," but he did not respond.

Chairman Tanner of the Committee on Resolutions read the resolutions one at a time and the following were adopted:

Resolved, That the Illinois Grain Dealers' Association request the terminal elevator people to instruct their employees to pay particular attention to the careful sweeping of cars before they are taken from the elevator, and that the secretary notify the elevator men of the action taken.

Resolved, That the Illinois Grain Dealers' Association, in convention assembled, tender a vote of thanks to all the railroad companies which have forced a discontinuance of the sweeping of cars after they have left the Chicago terminal elevators.

Whereas, The Illinois Grain Dealers' Association has spent much valuable time and money in the compilation of an official guide containing the names of all regular grain dealers for the guidance of commission men and track buyers and for the mutual protection of both; therefore, be it

Resolved, That it be the sense of this convention that those commission firms and track buyers who will not confine their bids to this official guide as far as it has been completed, and who will still persist in still bidding irregular dealers, shall be deemed hostile to the interests of this organization and antagonistic to the interests of all regular dealers as well as themselves.

Resolved, That it is the opinion of this association that the regular elevator companies and owners of elevators, who originate, store and load grain without expense to the railroad companies, are entitled to and should have reasonable compensation for such services, and that the railroad companies can with propriety and equity allow such elevators and elevator owners at least one cent per hundred-weight for such services.

Resolved, That a committee of three be appointed to confer and contract with some good, responsible attorney to take individual cases of members of this association with reference to short weights and failure to furnish cars within a reasonable time.

The resolutions were freely discussed pro and con.

Ross Hockaday opposed any law suits against the railroads and favored the employment of a minister to pray with the railroad men for cars.

H. C. Mowrey: I am opposed to taking any of our claims into the courts.

A. E. Ward: It is not intended to antagonize the railroads nor to make unjust claims of them. All we want is our rights. All want to keep out of law-suits as much as possible. We are not anxious to throw a good dollar after a poor one. All we wish to do is to assert our rights. Once we had sold a lot of grain for time delivery. We could not get cars. We employed an attorney and gave formal notice upon the road that we had the grain ready for shipment, it was sold and that unless we were permitted to make delivery we would bring suit for losses sustained. We received cars in ample time to make delivery.

H. C. Hall, Paxton: If shippers want cars and the local station agent pays no attention to their demands they should serve written notice upon the agent each day that they want so many cars and if not given, then the railroads would be held liable for any losses suffered by reason of such delay in furnishing cars.



The appointment of the committee to select attorney was left to the president and board of directors.

A vote of thanks was tendered the Champaign dealers for their hospitality and to Prof. Burrill for the courtesies shown the dealers at the University.

Secretary Tyler: If there are any dealers present who were not members and if so, what were their reasons for not becoming members?

J. V. Runkel, West York: The reason we do not join is that you are not in a position to do us any good. If you will send your traveling representative into our territory and get the other regular dealers to join, we will be with you. There is a milling company at Indianapolis which causes us some trouble by bidding irregular dealers. The milling company is the strongest bidder on our line and I would like to sell to them, but I will not do so, as they do not discontinue bidding irregular dealers when I call their attention to such offense.

B. B. Minor, Indianapolis: The Acme Milling Company is the largest milling company in the state of Indiana and I do not think that they will knowingly bid any but regular grain dealers. I think there is not a broker in Indianapolis who is not sore over this list. Some of the dealers who have been shipping to Indianapolis for years and are regular dealers are not on the list. It is not satisfactory.

Secretary Tyler: Corrections will be made soon.

#### THE BANQUET.

At 10 p. m. 124 dealers sat down to tables prettily decorated with chysanthemums.

B. C. Beach, of Champaign, acted as toastmaster. In opening he said: We come now to another part of the program. I wish to say in behalf of the local grain dealers that we are much obliged to you for your attention and kind words. We are glad you visited the University. Dr. Burrill will now talk to you in behalf of the University.

Dr. Burrill said in part: You gentlemen have been through the University, starting with the mechanical buildings and ending at the library, just think of it—graduating in one day, while the regular course requires four or five years. We do not shut things up in a bottle at this institution, but keep open house and are always glad to extend courtesies to visitors. I hope you have had a good meeting and will come again.

Eugene Davenport, Dean of the College of Agriculture, spoke as follows: Farmers have not yet learned how to raise the best crops and we are trying to help them. One function of the grain dealer is to see that the farmer does raise good crops, another is that he has good seed. We must have a better quality of grain. The local grain dealer is the middle man, he furnishes a market for the producer.

Prof. P. G. Holden, of the University, said: Field agriculture is one of the most important subjects we study, it treats of the producing of more oats, corn and wheat per acre and of better quality. The average yield of corn per acre in Illinois is 30 bushels and it should be 60 bushels. It is to the interest of your grain dealers to induce the farmers to sow good seed and to help them get it. The time is coming when

there will be seed breeders, the same as there are now stock breeders.

Col. Wolf, of Champaign, made a few facetious remarks regarding the resolution that the association passed regarding the hiring of a lawyer to look after the dealers' interests. He thought some lawyers could be trusted, but that he would not mention any names and was not looking for a job. He said, the old saying "Competition is the life of trade," was once true, but it is now getting to be the death of trade. A combination like the Illinois Grain Dealers' Association is not a bad thing, but good for the expansion of trade.

B. S. Tyler, secretary of the association, spoke on Reciprocity. Were we living in the time of James G. Blaine, I might be pardoned for speaking on this subject. Let us go home and reciprocate with our neighbor, live in the bonds of friendship, return good for evil and do unto others as we would like they would do unto us. Take no advantage of your patrons, when you meet your competitors let reciprocity ring in your ears and not retaliation.

E. R. Ulrich, of Springfield, was introduced, and said: Bulls and Bears I am not prepared to inflict upon you a long toast and to do so I think would be cruelty to animals. I hope to see you all at our next meeting.

S. S. Tanner, Minier, responded to the toast, "The Key of Champaign."

This is my first speech to-day, as it is to-morrow. You see it is getting late. Some one remarked that Illinois people are called suckers. This is why they are so called: In early times it used to be the Woman with the Hoe, and in order for her to do her duty by the child and keep it amused while working, she would give it a piece of fat tied with a string and fastened to one of its toes to suck, this was done to enable the child to kick the fat out when choking, hence the name suckers.

The good people of Champaign have presented us with the key to their beautiful city so that we might have an open session to all good things, they have been so kind that we have decided to leave it here for a year or two. Our American Eagle which views this country from on high each day returns to Champaign each night to roost, for it is such a hospital city.

Jack Howard took the key and tried to open a saloon to treat some of his friends, but the hour was too late and it would not work. Great disappointment to Howard.

Gentlemen, I present this key to the University of Illinois.

#### CONVENTION NOTES.

A good meeting.

Mowrey is not up on the Scriptures.

The bull was on everyone's coat lapel.

A number made application for membership.

The only man from Lafayette, Ind.—W. W. Alder.

C. G. Watkins, of Cleveland, O., was in attendance.

J. C. Murphy represented the Webster Mfg. Co. of Chicago.

Who was present from Baltimore? Andrew A. Kuhl, of G. A. Hax & Co.

The Grain Dealers Journal was represented by Charles S. Clark and J. Carver Strong.

C. D. Cole, of Bean & Cole, Sullivan, Ill., distributed circulars telling all

about the Eureka Automatic Car Loader.

Indianapolis was represented by B. B. Minor and Bert A. Boyd, of Fred P. Rush & Co.

J. B. Woodin was on the reception committee and received everything that came his way.

H. V. Schroeder, of Minier, Ill., exhibited a working model of his portable elevator and grain dump.

E. C. Waggoner represented Brinson-Judd Grain Co. and G. L. Graham, G. L. Graham & Co., of St. Louis.

The only railroad man present, Samuel A. Townsend, of Indianapolis, traveling freight agent for the Big Four.

James S. Clark, of Thomas Clark & Son, Baltimore, arrived too late to attend the meeting but in time for the banquet.

The wife and daughter of B. F. Walter, traveling representative of the Illinois Grain Dealers' Association, visited Champaign during the convention.

A. E. Hutchinson, of Harmon, brought his wife and little daughter Florence with him. Florence is the first baby to attend a grain dealers' convention.

Many were present who never attended a meeting of the association before, which emphasizes the advantage of holding the meetings at different points about the state.

P. A. Stephens remained a day after the convention and to prove that he was alone and lonesome dictated a circular letter to his friends via the "little lady in the corner."

The following Cincinnati firms were represented: Gale Bros., by A. C. Gale; H. Heile & Son, by W. R. Guillan and J. B. Woodin; Knaut & Holt, by E. W. Holt; The Union Grain & Hay Co., by W. W. Granger.

The following Chicago firms were represented: E. W. Bailey & Co., by A. E. Wood; Calumet Grain Elevator Co., by Arthur Sawers; Middle Division Elevator Co., by Ed. R. Bacon; Milmine Bodman & Co., by Geo. B. Dewey; Merrill & Lyon, by J. F. Howard; W. R. Mumford Co., by Wallace Armstrong; Pope & Eckhardt Co., by J. W. Radford; Rumsey, Lightner & Co., by Capt. I. P. Rumsey and F. M. Bunch; E. Seckel & Co., by W. M. Timberlake; Slimmer & Lipman, by B. F. Traxler; Ware & Leland, by L. B. Wilson; Weare Commission Co., by J. H. Moberly; E. W. Wagner, by P. A. Stephens.

The following Illinois dealers were in attendance: F. W. Aldridge, McClean; W. P. Anderson, Holder; A. W. Augsperger, Farmer City; Harry Allen, Alorton; Wm. Buehrig, Minier; G. F. Barrett, Owaneco; B. C. Beach, Champaign; N. Bentz, Nokomis; O. C. Benson, Fairmount; J. C. Britt, Armington; E. Beggs, Ashland; J. L. Bates, Ficklin; E. W. Briggs, Mansfield; W. D. Cooper, Elliott; Thos. Costello, Maroa; J. C. Collins, Champaign; W. D. Cooper, Elliott; E. C. Cole, Sullivan; J. B. Carson, Perdu; F. W. Clisby, Chesterville; J. M. Current, Fairmount; W. H. Council, Williamsville; E. G. Coon, Rantoul; J. W. Cleland, Decatur; A. C. Durdy, Ohlman; J. W. Davidson, Champaign; C. B. De Long, Fithian; A. Daggett, Albion; J. M. Davison, Colfax; J. H. Dunlap, Savoy; Geo. A. De Long, Foosland; Geo. T. Elliott, Mattoon; S. Frederick, Clarence; E. L. French, Farmer City; J. C. Flannigan, Whiteheath; I. H. French, Champaign; A. J. Flatt, Lever-



ett; Joe. T. Gehring, Champaign; C. A. Griffin, Cheneyville; J. H. Herron, Sidel: W. G. Herron, Allerton; Ross Hockaday, Oreana; A. E. Hutchinson, Harmon; O. G. Hopkins, Perdu; J. H. Holmes, Gibson City; T. D. Hanson, Villa Grove; A. P. Hill, Blue Mound; B. A. Hyatt, Hays; J. M. Hershberger, Leverett; H. C. Hall, Paxton; M. E. Howrey, Kemp; E. R. Jennings, Champaign; P. G. Jones, Champaign; H. N. Knight, Monticello; A. D. Kaga, Filson; Jas. Kitchen, Mattoon; John H. Lloyd, Springfield; H. M. Murray, Holder; J. Maham, Mansfield; Chas. E. Mueller, Champaign; W. O. Moyer, Chesterville; H. C. Mowrey, Forsyth; H. S. Nichols, Sidoris; Wm. and H. C. Noble, Foosland; Thos. Ogden, Rantoul; Geo. Peck, Monticello; J. A. Pool, Essex; O. L. Parker, Kemp; Mr. Paine, Le Roy; T. S. Paugh, Lodge; L. W. Porterfield, St. Joseph; Geo. Ritcher, Owaneeco; J. V. Runkel, West York; M. F. Reilly, Reddick; A. D. Ricketts, Champaign; R. J. Railsback, B. T. Railsback, Hopedale; R. G. Risser, Kankakee; E. C. Sale, Champaign; J. J. Southworth, Allerton; H. V. Schroeder, Minier; Frank Supple, Bloomington; H. L. Schmutz, Tremont; W. B. Sill, Martha; Paul Specht, Champaign; W. S. Sturgeon, Elliott; B. P. Staley, Champaign; S. S. Tanner, Minier; B. S. Tyler, Decatur; E. R. Ulrich, Jr., Springfield; F. E. Verry, Armington; J. F. White, Champaign; S. B. Walton, Clifton; J. B. Walton, Thomasboro; E. L. Wheeler, Onarga; J. H. Williams, Farmer City; H. T. Walton, Mayview; A. E. Ward, Champaign; J. P. Wollford, Gaulton; B. T. Watson, Bourbon; F. M. White, Champaign; O. P. Wysong, Fithia; F. H. Wood, Hays; John Wood, Gifford; B. F. Walter, Decatur.

### THE CORN CROP.

The estimates of the probable yield of corn from the 1899 crops, as given out from time to time by various "experts" have varied so much as to give rise to the suspicion that they were but guesses. In view of the great interest the trade was taking in the corn situation, Ware & Leland of Chicago thought it worth while to make a special effort to ascertain the truth. In response to their inquiry Ware & Leland received during the four days from Nov. 4 to Nov. 8, no less than 1,500 replies from reliable correspondents in the seven principal corn growing states.

Iowa sent in 400 replies, showing a crop very uneven both in quality and quantity, yields running from 15 to 50 bushels, with an average of 35 bushels. In many sections of the state, especially the eastern part, the late corn is very poor, being soft, light and chaffy. Old corn is well cleaned out. The state will harvest not more than 225,000,000 bushels.

In northern Illinois the yield will average 50 bushels of excellent quality; central and eastern Illinois, 35 bushels; western Illinois, very uneven, 30 bushels; southern Illinois about as usual, 25 bushels. Total crop, 200,000,000 bushels.

Indiana and Ohio report a better yield than the western states. Farmers are selling the new corn quite freely.

Northern Missouri reports a fairly good crop, about 160,000,000. The 100 replies show a smaller yield than was expected, big demand from feeders, and little old corn left.

Over 400 replies were received from

Kansas and Nebraska, and it is safe to say the yield is turning out 10 to 20 bushels less per acre than was expected, the greater disappointment being in Kansas. The quality, however, is excellent. Feeders are anxious buyers and paying an average of 25 cents, which is a good price in some sections of these states, but will not move until prices are considerably higher. It is thought that both states together raised a total of 450,000,000 bushels.

Scattering replies from the south and east show that the crop is considerably less than last year. The drouth there during the spring and early summer cut the crops short considerably, which not only reduces the amount of the total crop, but means a better demand from these sections for western corn.

Judging from the replies of their correspondents, Ware & Leland believe that the government will reduce its final estimate, in January, to about 1,900,000 bushels, which is not a large crop, considering the increase in population and the increase in foreign demand. In 1889 and 1891 the crops raised were over 2,000,000 bushels, and in these years there was much more old corn carried over than there will be this year. Exports at that time and until 1896 were only about one-fourth of what they are now. It is their opinion that May corn will look cheap at 40 cents within 60 days, and before spring 50 cents may look low; and that before corn sells 1 or 2 cents a bushel below present prices it will sell 10 to 15 cents per bushel higher.

### ADVANTAGES OF CONSIGNING.

(From an address by I. P. Rumsey, delivered at the Chicago meeting of the Grain Dealers' National Association.)

Two or three days ago your honorable secretary said he had tried to see me for some time to get me to write a paper upon "The Advantages of Consigning." It is natural for me to be willing to read a paper or talk on that subject, as it has been my business to receive your consignments in this market ever since 1853, excepting from 1861 to 1865, while helping to save the Union.

What are the advantages of consigning? They are many:

1st. If you consign, you are more apt to buy upon a better margin. Where the shipper is receiving the numerous bids each morning, he will see he can pay close to the bid and by selling he can secure a small compensation for his day's labor. This is very good, if he was going to be able to do this every day of the year, but this lasts only while the crop is moving lively, and during the slow months he sits watching the Chicago markets and talking politics, which will keep him busy for the next year.

If he depends upon consigning, he will have larger margins to start with. The market will change to give him a larger profit during the time of transporting as often as it will decline, giving him a lesser profit, or loss. Another advantage is having your own agent to look after the grade as to inspection, and the obtaining of the value of the grain according to quality regardless of inspection.

While I do not want to enter into the merits or demerits of state inspection, though I do not hesitate to condemn the system as long as "to the victor belong the spoils," and the victor in this case is the "ward" or campaign "heeler," and the real "spoils" is the shipper of the grain, I do say that many "No. 2" white oats are inspected "No. 3." Therefore is there a double need of a country grain dealer consigning his grain instead of selling it upon elevator or buyers' bids, because, if sold as a certain grade, the elevator or buyer, whoever he may be, cares not how low the grain is inspected. If below the grade he bought, it is his province to make the deduction of price between the two grades, even though the grain can be sold by sample at the full value of the grade he purchased. This is not infrequent. It is very frequently the case, particularly in No. 1 Northern wheat and in No. 3 white oats, and to a lesser extent in other grain and grades.

We have handled a good deal of Northern hard spring wheat, that our inspectors graded No. 2 Northern or No. 2 spring, a grade just too low to go into the contract bin of our double-barreled elevators called "regular," and at the same time used as private elevators by the owners or lessees. We have sent samples of this wheat to mills and secured 2 cents per bushel more for it than No. 1 Northern was bringing in store, giving the miller full value for his money, and he was pleased to get such good unadulterated No. 1 Northern wheat.

Whereas, if the country dealer had sold this wheat on track at his station as No. 1 Northern, and it came into the hands of one of our track inspectors and passed No. 2, the buyer would deduct 2 cents or 4 cents, and the shipper be the loser of 4 to 6 cents a bushel. The elevator man takes it through his hospital to the "regular" or mongrel elevator and it is No. 1.

No. 3 white oats are the same way, or more so, only that the elevators cannot get hold of them so easily, for the reason that the demand for clipping shipment by rail and for export is so great that they have but little show at them.

There has been an effort made lately, under the guise of protecting the hedgers of oats, which, if successful, would cost the farmers millions of dollars in running down the prices of No. 3 white oats and affecting all grades. The effort was to make No. 3 white oats deliverable upon contract of No. 2 oats mixed or in place of No. 2 mixed, the present contract grade. Now, every car of white oats is sold by sample and upon its merits and value, and those oats bring their value from the farmer to the feeder.

If No. 3 white oats were deliverable upon our speculative contracts for future months, which often run for a year ahead and often into a crop three or six months before the seed is put into the ground to raise the crop; I repeat, if No. 3 white oats were deliverable upon speculative contracts, the elevator and track bidders would bid you a price compared with the future market, and their acceptances being large, in the morning they would have all those oats to sell for the best trading month. This would affect the market to a lower price; the next night their bids would be that much lower and the next morning several elevator and track bidders would have another lot to load on to the "bull." By this time the pit or board trader, who is always looking to sell that which he does not own, sees great possibilities in oats, as they are sure no one can ever manipulate No. 3 or No. 2 oats, and so they have to sell their crop of a few millions. By this time prices have been crowded down to a low price. The track buyers have taken the best No. 3 white oats sold at a big premium, which you get no good of.

The poorest 22 to 23 pounds dirty and slightly unsound oats are put into the "regular" elevators to deliver out on contract; and when the delivery day comes, the trade knowing the poor quality of oats in store does not want them, and then comes another selling calamity, carrying prices still lower.

The first heavy "spoils" falls upon the farmer, the next upon the country dealer, who gets no more for his good white oats than the poorest when he sells on track bids. Therefore, so long as we have to stand state inspection, consign your grain and trust the honest, hard-working commission merchant, who is always awake to your interest.

There are some small and some very heavy shippers who will not heed track bidders, and who say they are satisfied that consignments give them better net results for their year's business than track selling and having to stand the deductions for missing grade and changing of grade between the time first inspected and its reaching the elevator. It is not infrequent that when we have sold a line of grain to arrive that as it arrived there would be some cars the track inspector would cut to a lower grade (which if sold on your track, the party would have no redress from the buyer's taking a reasonable or unreasonable deduction for the grade lower). The consignee sells those cars at the market price of the grade you shipped it for and allows the shippers to ship more to fill contract. Other times we have called for reinspection and got the grade raised to the grade where it should have passed in the first place.

We have in other cases when filling sales "to arrive" bought car lots to fill and sold the "off grade" at a price nearly as high as we had to pay for the contract to fill. These are some of the "Advantages of Consigning."



## GRAIN CARRIERS.

The Illinois Transfer Railroad has been incorporated to build from Venice to East St. Louis, Ill.

The Federal Government has opened bids for the improvement of the harbor of Aransas Pass, Tex.

The convention of the Western Waterways Association will be held at Memphis, Tenn., Nov. 14 and 15.

A. L. Jaynes of Buffalo has designed a novel ice-cutting boat, which he desires the city to use to keep the harbor open.

Lake marine underwriters are in clover. Since navigation opened there has been no serious loss on grain cargoes.

The Eastern Ohio Railroad is to be extended from Lore City to Freeport, O., to connect with the Cleveland, Lorain & Wheeling.

Erie Canal eastbound shipments of grain during October were 3,590,000 bushels, which is better than for the preceding month.

Vessel captains arriving at Buffalo with grain allege they are asked to pay \$25 to \$100 for the privilege of unloading at elevators having room.

Receipts of grain at Buffalo during October were 25,316,000 bushels, including flaxseed, or nearly 8,000,000 bushels less than during October, 1898.

A mammoth ice-crushing tug boat is being built for the Great Lakes Towing Co., at the West Bay City, Mich., shipyards, for use in the Sault River.

The Ontario & Rainy River Railroad will lay 50 miles of track this winter, from Rainy Lake east, contracts having been let as far as Lake Superior.

This winter the ice-breaking steamer Yermak will endeavor to keep navigation open on the Baltic Sea, making possible grain shipments from Reval and Libau, Russia.

The Ann Arbor Railroad is negotiating for the use of an ice crusher to keep the Sturgeon Bay canal open to its car ferries. The company will build another car ferry steamer.

The Canada-Atlantic Transportation Co. has been incorporated at Duluth, Minn., probably with a view to operating some of its recently purchased boats under American registry.

Lake freights from Chicago have declined considerably. On Nov. 9 the rate on grain to Buffalo had fallen from above 3 cents to 2½ cents. Ocean freights also have declined.

The Iowa, Minnesota & Northwestern has laid 18 miles of track from Blue Earth, Minn., toward Mason City, Ia. The road is being built in the interest of the Chicago & Northwestern.

Freight officials believe that the new domestic rates will be maintained; but that export grain rates will be cut. It is alleged that export shipments are being taken at 6 cents under the published tariff.

The trunk lines are reported to have abandoned the 11-2 cents differential against New York on grain. C. S. Wight, traffic manager of the B & O. denies that Baltimore's favoring differential has been abandoned.

The Kansas, Oklahoma & Gulf has given notice of its intention to extend its new line from Blackwell to a point on the Rock Island between North End

and El Paso. Ed. L. Peckham of Blackwell is president.

The largest grain cargo is that taken from Duluth to Buffalo by the steamer Malietoa, of the Minnesota Steamship Co. It consisted of 195,396 bushels of flaxseed and 70,000 bushels of wheat, equal to 7,571 tons.

The Dismal Swamp Canal, which was originally surveyed by George Washington, has recently been opened to traffic. From Norfolk, Va., the canal extends 22 miles to the Pasquotank River, North Carolina. It is 10 feet deep and 80 feet wide.

Eastbound through shipments from Chicago for the week ending Nov. 4 of flour, grain and provisions, were 127,576 tons, against 127,715 tons last week, and 96,278 tons for the corresponding week a year ago. Grain shipments alone were 98,335 tons, against 65,883 tons a year ago.

Lake grain shippers are objecting to the action of the railroads in withholding cars at Buffalo, while offering to take all grain offered at Chicago all rail. The tendency of this arrangement is to create a blockade at Buffalo, thereby stopping lake shipments to that port and throwing the business to the railroads for a long haul.

Graham Rice, of the Wisconsin state railroad commission, has ordered a reduction of 12 to 29 per cent in freight tariffs from 193 points in Wisconsin to Milwaukee. This action was desired by the grain men of Milwaukee, who believe the lower rates from the west to Chicago unjustly discriminate against their city. In fact, much grain originating in Wisconsin, practically passes by Milwaukee to go to Chicago. Commissioner Rice expects to stop this; and if the reduced rates do not get the business, still lower rates will be ordered. The Chicago & Northwestern Railroad has notified the commissioner that it would enforce the reduced rates.

The grain trade of Montreal is in a bad way. This season, underwriters raised the insurance rate on ocean vessels touching ports on the St. Lawrence. Just as those interested in the ports of Montreal and Quebec were preparing to show that the high rates were unwarranted came the wreck of the Scotsman, demonstrating the hazards of navigating those waters. Another, though perhaps not permanent, hindrance to the growth of Montreal is the dilatory policy of the government in providing modern grain elevating facilities at that port. The last straw to break the camel's back was the South African war, the British government having chartered ten of the largest grain carrying vessels trading to the port. E. S. Jacques, of the Northern Elevator Co., says: "Continuance of the war will result disastrously to Montreal. Already the grain elevators are packed to overflowing with grain which cannot be shipped owing to lack of tonnage. Contracts for large shipments to Montreal are being cancelled, as the grain men cannot afford to wait, and therefore send the grain to other ports."

The Japan Herald estimates the rice crop of that country at 214,649,000 bushels, including all prefectures except Shiga, Hiroshima and Kumamoto. This is a decrease of 11.7 per cent compared with last year; but 6.5 per cent above average years.

## THE SUPPLY TRADE

The great motive power that moves the business world of today is advertising.

The B. S. Constant Co., Bloomington, Ill., write: We are enjoying a good trade on our line of special grain handling machinery.

The National Association of Gas and Gasoline Engine Manufacturers held a meeting in Chicago recently to discuss the trade situation.

We have received a very neat calendar from Crane Bros., Westfield, Mass., manufacturers of the celebrated linenoid seamless goods. Their catalog is sent free.

The N. P. Bowsher Co., of South Bend, Ind., recently made several carload shipments direct from the factory. They report local trade much better than at a corresponding time last year.

W. H. Small & Co., of Evansville, Ind., have recently supplied their friends and customers with a very neat desk calendar. The front contains a list of the various grains and seeds they handle.

The Kansas City Hay Press Co., of Kansas City, Mo., has purchased all of the patents, patterns, stock and good will of the Cyrus Roberts corn shellers from Roberts, Thorp & Co., of Three Rivers, Mich.

The Joseph Dixon Crucible Co., Jersey City, N. J., is still sending out monthly a neat little blotter containing a calendar for the month and something symbolic of some of the many things they manufacture.

Rumsey, Lightner & Co., grain commission merchants of Chicago, report that business has been better with them recently than for some time past, and that September's business exceeded that of any preceding month during the life of this old and well known firm. Its actual experience is quite contrary to the opinions of pessimists who insist there is no grain business.

The S. Howes Co., Silver Creek, N. Y., write: We are glad to state that we are exceptionally busy, being rushed on our new Eureka Smutler and Separator, which is meeting with every success. We have with us now E. R. Hunter, formerly with the Todds & Stanley Co., St. Louis. Mr. Hunter has had much experience in this class of work and has many friends. He will represent us in the future in Illinois and Missouri.

The Paine-Ellis Grain Drier Co., of Milwaukee, recently received a letter from Joseph G. King & Co., of Port Arthur, Canada, regarding the work done by their grain drier, from which they send us the following: "The dried wheat sold for both shipping and milling purposes freely, and the report from the millers was that the wheat proved satisfactory and was wonderfully regular; that the quality of the flour as regards color, yield and strength was equal to the flour made from straight wheat." The Paine-Ellis Grain Drier Co. informs us that their drier is installed in elevators without affecting the insurance rate, as the drier works perfectly at a low temperature of 110 to 120 degrees.

Cuban farmers have petitioned for a protective tariff against United States corn.



# GRAIN TRADE NEWS.

## CANADA.

We wish all dealers to send us news items. Write to-day.

An elevator is being built in connection with the flour mill at Headingly, Man.

J. F. Jacobson, dealer in grain and hay at Nelson, B. C., is retiring from business.

The Cartwright Farmers' Elevator Co. has been incorporated at Cartwright, Man., with \$4,000 capital stock.

The Lake of the Woods Milling Co.'s agents in Winnipeg are buying flaxseed for the new linseed oil mill of the Dominion Oilcloth Co., at Montreal.

Stocks of wheat at Fort William, Port Arthur, Keewatin, Winnipeg and interior points were estimated October 28 at 7,350,000 bushels, compared with 2,550,000 bushels a year ago.

The commission appointed by the Dominion government to investigate the Northwestern grain trade has recently held several hearings. Farmers have attended the sittings in Manitoba and the Northwest Territory to air their grievances and make complaints against the grain dealers.

The Grain Standards Board at its Winnipeg meeting, October 26, decided the grade of No. 3 hard wheat to be clean hard wheat, with from 25 to 30 per cent frosted. No. 1 frosted is clean grain frosted, but retaining its brightness; No. 2 frosted is heavily frosted grain which has lost its bright color and is dark. Both 1 and 2 are required to be reasonably clean to grade.

An eastbound freight tariff between the Canadian Pacific, the Maine Central, the Fitchburg road and the Boston & Maine became effective October 31. It is on grain from Owen Sound to Boston and stations in New England taking Boston rates, and to stations on the Portland & Rumford Falls railway, the rates being as follows: Wheat, per bushel, 8 cents; corn, 7 cents; oats, 4 1-2 cents. To points on the Maine Central railway, Freeport to Rockland inclusive, the rate will be 2 cents per 100 pounds higher.

A number of grain dealers in the Winnipeg grain exchange have arranged a sort of association to enable them to combine their shipments. The arrangement will enable them to charter boats and make up cargoes jointly, and effect savings in other ways in shipping grain. None of the parties to the agreement are elevator owners. Independent action of those interested in buying grain is not affected by the agreement. Following are the parties to the arrangement: Duncan G. McBean, Wm. S. Logan, Thompson, Sons & Co., Walker & Boston, W. C. Graham, F. J. Parker, McBean Bros., MacLennan Bros., John McVicar, John A. Logan, W. Gibbins & Co.—Winnipeg Commercial.

## ILLINOIS.

An elevator is talked of at Capron, Ill.

J. J. Hadley will build an elevator at Osco, Ill.

The Kahney Elevator at Cissna Park, Ill., is being remodeled.

Coon Bros., of Rantoul, are repairing their elevator at Prospect, Ill.

Asa W. Skinner has nearly completed his new elevator at Hudson, Ill.

John Erisman, grain dealer, has removed from Dunkel to Pana, Ill.

A grain elevator is to be built at Priscilla, a new town near Lstant, Ill.

Forbes & Eversole are building a new elevator at Essex, Ill., on the Big Four.

George Hoffman has purchased the Farmers' Alliance Elevator at St. Jacob, Ill.

Ernest and Edgar Hoffman, of Forest, Ill., have bought an elevator at Henning, Ill.

The elevator at Medora, Ill., has been rented by the Cabanne Co., of St. Louis, Mo.

Horner Bros., of Olney, Ill., are putting in a grain handling outfit at Willow Hill.

James Quick, of Rollo, Ill., expects to buy an elevator and engage in the grain business.

S. N. Rose, of Cissna Park, Ill., is improving his elevator and putting in new machinery.

Hagener Bros., of Beardstown, Ill., are said to be building a grain warehouse at Virginia, Ill.

G. F. Barrett, of Owaneco, Ill., states that not over one-half of the corn is marketable.

The old Randolph Elevator at Martinton, Ill., is to be reopened by a man from Pittwood, Ill.

Kennedy Bros., at Lee, Ill., have purchased a grain elevating machine for loading cars.

Many country dealers in Illinois believe that corn will be dear before the winter is over.

The elevator and cribs of the Middle Division Elevator Co. at Lane, Ill., are being repaired.

James Kitchen, Mattoon, Ill., Nov. 1: Corn is not turning out as expected; caught soft by frost.

Jones' elevator at Rising, Ill., burst recently, depositing 3,000 bushels of shell-corn on the ground.

W. K. Andrews, of Moweaqua, Ill., has established an office at Walker, to buy grain and crib corn.

H. L. Day has furnished two of his patented dust collectors to the P. H. Rice Malting Co., at Cragin, Ill.

Ed. Mattice has received the contract to build an elevator at Henry, Ill., for the Turner-Hudnut Co., of Pekin.

The elevator of M. R. Walsh, at Campus, Ill., is being remodeled and enlarged to 25,000 bushels capacity.

J. M. Green & Co.'s grain house at Wapella, Ill., burst October 26, letting a carload of grain out on the track.

Frank Hubbard has purchased the interest of his brother, Fred Hubbard, in the grain business at Mason City, Ill.

The Turner-Hudnut Co. is dredging the dock at the elevator at Pekin, Ill., to enable canalboats to discharge cargo.

J. P. Wolf is buying grain at Norris, Ill., at the new elevator recently erected by the Neola Elevator Co., of Chicago.

N. Bentz, of Nokomis, Ill.: What wheat and oats we have in this section is good, but the frost killed most of the corn.

R. W. Stroud, grain dealer of Kane, Ill., died of heart failure recently at his home in Upper Alton. He was 43 years of age.

A. D. Kagy, of Filson, Ill., has improved his elevator and put in nine dumps. The storage capacity is 16,000 bushels.

William M. Boynton, grain dealer of Chicago, Ill., has filed a petition in bankruptcy, scheduling \$34,511 liabilities and no assets.

Hutchinson & Zeller are remodeling their office at Harmon, Ill., and putting in a steam radiator connected with the elevator boiler.

C. F. Austin, who sold his interest in the elevator at Tonica to J. J. Mateon, was in Chicago last week searching for a new location.

Graff's elevator at Fancy Prairie, Ill., was burned on the night of November 2, with 8,000 bushels of grain. Loss \$7,000, insurance \$2,500.

President Lyon, of the Chicago Board of Trade, has appointed a committee of ten to consider a reduction of the directory from fifteen to six.

The Western Malt & Grain Co. has been incorporated at Chicago, with \$10,000 capital, by J. H. Pank, Edgar G. Pank and J. H. Pank, Jr.

H. Ream & Son, grain dealers at Lstant, Ill., recently paid a farmer \$4,000 in one check for 15,000 bushels of corn delivered the previous week.

The A. P. Dickey Manufacturing Co. has recently shipped grain cleaning machinery to Quincy, Ill., and to J. Gossman & Son, Winterrowd, Ill.

Charles E. Henry, confidential clerk of J. P. Molloy, grain commission broker at Chicago, is said to have embezzled \$15,000 of his employer's money.

H. J. Ruckrigel, of Ashkum, Ill., has purchased for \$9,000 a half interest in the elevator property of J. N. Dunaway, at Utica, Ottawa and Serena, Ill.

Malting was commenced November 4 at the 2,000-000-bu. P. H. Rice malting plant at the junction of the Northwestern and St. Paul railways, Chicago.

J. H. Chamberlin, of Chamberlin & Williams, Farmer City, Ill., has sold out to his partner, J. H. Williams, who will continue the business in the future.

T. M. Baxter, W. L. Gregson and F. W. Smith have been appointed by the directors of the Chicago Board of Trade to adjust the Barrett-Farnum failure.

Edwin Weimer, who bought the elevator of I. N. McBroom, at Geneseo, Ill., some time ago, has taken possession, and is now operating the plant.

The Peavey Grain Co. has applied to the Board of Trade to have its elevator B, at South Chicago, declared regular. The capacity of the house is 1,800,000 bushels.

The Illinois Central is building a spur to lots at Monticello, Ill., owned by Knight & Son, who will erect a 50,000-



bushel elevator as soon as the track is completed.

Warren & Co., of Peoria, Ill., on October 23 received the first new corn on that market. It was consigned from New Philadelphia and found a ready sale at 27 1-2 cents.

The Chicago & Grand Trunk Railway has let the contract for the rebuilding of the burned New England Transfer Elevator at Elsdon, near Chicago, to John S. Metcalf & Co.

Bartlett, Frazier & Co.'s application to the Chicago Board of Trade for the admission of their elevator, Calumet B, as a regular warehouse, has been granted. Its capacity is 1,500,000 bushels.

The damaged wheat from the burned Halliday Elevator at Cairo, Ill., was sold to a Minneapolis firm at 18 cents per bushel for 210,000 bushels. The grain will be dried and sold for chicken feed.

Charles H. Wayne will engage in the grain business at Reynolds, Ill., where he has purchased the old elevator and power house of Daniel Montgomery. The property will be thoroughly overhauled.

The Davis Elevator Co. has been incorporated at East Lynn, Ill., to deal in grain and farm implements. Capital stock \$6,000; incorporators, J. H. Holmes, F. S. Davis and Earl M. Davis.

V. H. Cazier, who had leased and operated the elevator at Armstrong owned by John Wood, of Gifford, Ill., will discontinue January 1. Mr. Wood has sold the elevator to his brother, E. A. Wood.

The firm of O. T. Hulburd & Co. has been incorporated at Chicago, Ill., to conduct a grain commission business. Capital stock \$50,000; incorporators, Oscar T. Hulburd, John Gillies and Charles I. Northrup.

H. S. Booth, contractor for the B. S. Constant Co., has completed the repairs on the elevator at Rantoul, Ill., now owned by A. M. Goff & Son. This elevator is equipped with the Constant grain feeders.

W. C. Winter, of Watseka, Ill., contractor for the B. S. Constant Co., is repairing the elevator at Hume, Ill., lately purchased by Horner Bros., of Olney, Ill., and will place the Constant grain feeder and water-tight boot.

Martin Ryerson Smythe, a member of the Chicago Board of Trade, employed by Rosenbaum Bros., fatally shot himself in the mouth during a fit of temporary insanity. He was 23 years old, the son of the late J. G. Smythe.

Plans for the Baltimore & Ohio transfer and clipping elevator at Chicago have been prepared by the Moulton & Starrett Co., and bids are now being received. The house will be equipped with four cleaners and two clippers.

C. A. Besore, a regular grain dealer of Urbana, Ill., is said to be causing the regular dealers at Mayview a lot of trouble. He is not a regular dealer at Mayview, yet he has bought 40,000 bushels of grain there this season.

It is estimated that Barrett, Farnum & Co., of the Chicago Board of Trade, sold for the personal account of John F. Barrett 9,800,000 bushels of wheat, when the firm had only \$30,000 in bank. This is only a margin of 3-8 cent a bushel.

The Weller Manufacturing Co. has recently completed elevator equipments for D. Gregg & Son, Danville, Ill.; A. W. Skinner, Hudson, Ill.; W. H. Westcott, Verona, Ill.; Wyeth & Hardin, Rardin, Ill., and Albert Bucholz, Melvin,

Ill., who is the second at Melvin to have his elevator equipped this season with Weller machinery.

J. H. Dunlop, of Savoy, Ill., recently received 141 bushels of corn that was husked by hand and delivered to his elevator in four loads and shelled by a farmer living one-half mile in the country, in ten hours. Pretty lively husking.

W. W. Mudge, Homer, Ill., Nov. 1: I have examined a lot of corn and have failed to find one load dry enough to crib. Corn which was put in crib three weeks ago is moulding. Our corn is not in as good condition as a year ago. I am not cribbing any new corn.

A regular grain dealer of Danville, Ill., is said to be making trouble for the regular dealers at Oakwood, where he has nothing but a scale. When grain is moving freely he jumps into the market and puts up the price at Oakwood until no profit remains for the regular dealers.

F. M. Cutler, of Carthage, Ill., while in Chicago recently stated that corn was planted late and has frozen so as to be fit for nothing. Feeders are buying at 15 cents for 80 pounds. Hancock county will have to buy corn outside, and Mr. Cutler has already shipped in many carloads.

The directors of the Chicago Board of Trade have appointed the following members as delegates to the National Board of Trade which meets at Washington January 23: H. F. Dousman, L. W. Bodman, James Nicol, George F. Stone, B. A. Eckhart, B. Frank Howard, James T. Rawleigh, T. M. Baxter, W. B. Bogert and William Nash.

The Standard Starch Co. has bought the old Wakefield warehouses of R. G. Risser and is erecting a modern plant at Kankakee, Ill. The company will invest about \$200,000 at Kankakee and expects to start about December 1. The new elevator is about 28x250 feet and has a working part about 100 feet high, with steam shovels to unload and 60,000-bushel hopper scales in the cupola.

Dennis E. Sibley of the Sibley Elevator Co., Chicago, Ill., has filed a petition in bankruptcy. Liabilities \$275,000, no assets. The money was lost in Board of Trade deals several years ago. Sibley's favorite deal was the "spread." At one time he had 15,000,000 bushels of corn spread from one month to another without a cent of margin. A dozen commission brokers lost from \$10,000 to \$25,000 each.

The new elevator at Galva, Ill., has had no track connection this summer with either the C. B. & Q. or the C. R. I. & P. railways, both having declined to put in a switch. After loading a few cars by hauling grain in wagons, the elevator company hit upon an ingenious device. A long spout was rigged up to run the grain 100 feet to the Rock Island tracks. In one week the company was enabled to ship 35 cars. The Burlington had only two cars, and hastened to ask the elevator company for the privilege of putting in a switch.

The Weller Manufacturing Co. has recently supplied a complete outfit of machinery for the Woodson-Young Grain Co.'s elevator at East St. Louis, Ill., power grain shovels, belt conveyor and power transmitting appliances for the elevator of the Eckhart & Swan Milling Co., Chicago; power grain shovels, sev-

eral trippers and belt conveyor appliances, ten special boots, car and marine loading spouts, elevator buckets, and wire rope car pullers, considerably different from any pullers in present use, for the new elevator of W. H. Merritt & Co., Chicago.

Carl Fickert, manager for M. Kosmack & Co., Berlin, was in Chicago recently and will visit Peoria, St. Louis, Kansas City, Galveston and other points before returning to Germany. He is here for the purpose of arranging for connections with American grain dealers. The firm he represents is one of the strongest flour and grain importing firms in Europe, having offices at several points in Great Britain and Scotland. Mr. Fickert is desirous of buying grain, his firm being grain importers, so it ought to be a comparatively easy matter for him to succeed in making satisfactory connections.

The Chicago underwriters have again revised their schedule of rates. The changes are: 25 cents off the rate on grain in brick warehouses adjoining elevators, but properly cut off. Credit for two Niagara hydrants and fire pump made 25 cents flat. Charge for non-use of electric lanterns suspended until January 10, 1900, to give opportunity to see how they work. Charge No. 11 of schedule of 1 cent for each elevator leg is suspended when elevator legs, boots and spouts are constructed of metal. Grain dryer charge to be suspended on condition that written warranty is put in policies that dryer will not be operated during the life of insurance policies.

## INDIANA.

George Parks will have charge of the elevator at Herbst, Ind.

The elevator of Uhl & Son at Logansport, Ind., is being enlarged.

Robison & Co.'s new corn elevator on the C. & E. I. R. R. at Clinton, Ind., has been completed.

George W. Mull of Star City has traded a large farm for the elevator of Harris & Laughlin at Lyons, Ind.

The Brook Grain Co., Brook, Ind., has bought of the B. S. Constant Co. an ear corn feeder, to be used between crib and sheller.

The Wikoff Elevator at Falmouth, Ind., has been purchased by Cary Jackson, who recently sold his flour mill at Connersville to James McCann.

G. Barnard & Son, of Fowler, Ind., are doing some repairing on their elevator, and will use the B. S. Constant Co.'s water-tight boot on one stand of elevators.

H. G. Thayer, vice-president, and G. D. Ettinger, secretary and treasurer of the Bourbon Elevator and Milling Co., Bourbon, Ind., were in Chicago this week.

M. E. Harris, Cowan, Ind., Nov. 6: Corn is drying out slowly, but will do in a few days to ship; quality and quantity are good. Monroe county will average 50 bushels to the acre. How is that?

J. D. McFerren, grain dealer of Indianapolis, Ind., was arrested recently on complaint of Sophia Moore, who alleges he has swindled her out of 600 bushels of wheat stored in his elevator.

J. B. Ross & Co., of Brookston, M. Duffy, of Swanington, Albert Boling of Adams, and Cal. Baum of Coles, Ind., each, have recently purchased equip-



ments of elevator machinery of the Weller Manufacturing Co.

A. S. Russell, of Montezuma, Ind., who went to New York some time ago to have a surgical operation performed, had a relapse after his return home and has been taken to an Indianapolis hospital. During all his suffering Mr. Russell has, with the assistance of his wife, given close attention to business. His many friends in the trade wish him a speedy recovery.

J. M. Brafford, of Frankfort, Ind., has bought the stock of John C. Young in the Cyclone Grain Company, which erected a new elevator at Cyclone last summer. He will operate the elevator under the name of Cyclone Grain Company. This company is the only regular dealer at that station and the only one entitled to receive bids and market quotations. Some receivers and track buyers are sending information of this character to parties not in the grain trade and thereby fomenting discontent among farmers and causing trouble for regular dealers, while they profit not themselves.

## IOWA.

An elevator is to be built at Mt. Pisgah, Ia.

I. F. Miller is erecting an elevator at Wellman, Ia.

Kyle & Son have nearly completed their new elevator at Coin, Ia.

J. M. R. Price has nearly completed his new elevator at Beacon, Ia.

Work is rapidly progressing on Garrett Bros.' new elevator at Lettis, Ia.

R. J. Wilkinson, of Mitchellville, Ia., will build an elevator at Altoona, Ia.

J. W. Kutchera has purchased the grain business of Charles Boland at Webster, Ia.

Jo. Hardie will build an elevator at Raleigh, Ia., when the M. & St. L. railroad is completed.

E. E. Bulen's elevator at McIntyre, Ia., containing 3,000 bushels of grain, was burned recently.

Readers will confer a favor by sending us notices of new elevators, new firms and business changes.

Material has been placed at Thornton, Ia., for the elevator to be built for the St. Paul & Kansas City Grain Co.

McGoon & Co., of Hawkeye, Ia., have put in one of the A. P. Dickey Manufacturing Co.'s overblast separators.

Milmine, Bodman & Co., of Chicago, will erect a line of elevators on the Sibley extension of the Rock Island from Gowrie, Ia.

F. C. Sigler, grain dealer at Indianola, Ia., has thoroughly overhauled his elevator, repairing the dump and building a new approach.

The St. Paul & Kansas City Grain Co. has just completed an elevator at Vincent, Ia. D. P. Calkins, of Clear Lake, will be the agent.

The Iowa Cereal Club, of Des Moines, has elected M. T. Russell president and H. K. Smith secretary and treasurer. Thirty have joined.

Mr. Tropets, of the Trans-Mississippi Grain Co., will renovate the elevator at Ida Grove, Ia., recently purchased of J. Hch. Schmid. A new roof will be put on.

L. K. Deal, grain broker of Des Moines, Ia., was in Chicago this week conferring with his principals, the Nye

& Jenks Grain Co. and H. Hemmelgarn & Co.

Elmer and F. D. Milligan have bought the Pease Elevator at Farlin, Ia., with a view to engaging in the grain business. A competent man has been employed to take charge.

Some of the dealers of southwestern Iowa say so much live stock is being shipped in that little corn will be shipped out. Has the feeding-in-transit rate been revived?

The St. Paul & Kansas City Grain Co. has completed an elevator at Vincent, Ia., on the Fort Dodge & Mason City R. R. This company is building at each station along the road.

The officers of the Theo. Sindt Grain Co., which recently succeeded H. H. Sindt & Co. at Lake Park, Ia., are Theo. Sindt, president; L. Stoltenberg, secretary, and August Sindt, treasurer.

Pat Hanley and J. W. Quibell have been attempting at odd times to conduct a scoopshovel grain business at Vincent, Ia., but without success. Neither has any facilities for conducting the business.

Albert Imholt, who has been attempting to conduct a scoopshovel grain business at Ferguson, Ia., has no facilities at that station and is not regular there now, but writes that he will build there. He owns an elevator at Vancleve and is regular at that station.

Anderson Bros. and J. Johnson & Co. are no longer in the grain business at Vincent, Ia., both having been bought out last April by C. F. Austin & Co., who are the only regular dealers at that station now. Those who send track bids to others are wasting postage.

James G. Gingles, agent at Collins, Ia., for the St. Paul & Kansas City Grain Co., has been under surveillance at St. Paul, pending an investigation of his accounts, which are believed to be short \$7,000. On November 2 he escaped from his guard and a reward of \$100 is offered for his apprehension by the National Surety Co.

The St. Paul & Kansas City Grain Co. has completed its elevator at Burchinal, Ia. T. M. Griffith, formerly with Bate & Vroom, will have charge. The company's new elevators at Eagle Grove and Evanston are well under way, and work will soon begin at Cornelia. At Mason City a gasoline engine will be put in and an engine house erected.

A. A. Weston, of Victor, Ia., who has an 8,000 bushel elevator at that point, called recently and reported the crop of timothy seed unusually light; in fact, he has handled but 500 bushels this year, where he handled 3,000 last year. Corn is being gathered, although most of it is very soft; in fact, too soft for merchantable corn. Some of it has molded in cribs and cribbers have found it necessary to shovel it over; however, it is not too soft to be fed, and much of it is being consumed in that way. He reported Amana Society is rebuilding elevator at Homestead.

There is a fight on at Ladora, Ia., which is said to cause dealers at neighboring towns much grief, and to rob local dealers of a part of their capital as well as the profit they are justly entitled to. A. A. Weston, who owns an elevator at Victor, is so completely disgusted with the conditions existing in his territory that he is determined to bide his time in Chicago until the fighters come

to their senses and do business in a business-like manner. Fields & Gates have a steam power elevator at Ladora, Mr. Gates having been in business for many years. Several years ago Tyler & Stockton started in business, and now have a flat house, which enables them to do some business. Mr. Weston informs us that they have been overbidding for some time and recently they were bidding a half cent more for oats than oat meal mill was bidding. Verily, the district is sorely in need of the assistance of a well organized association.

## KANSAS.

Send us notices of new elevators, new firms and business changes.

Kopp & Moore have begun work on their new elevator at Harveyville, Kan.

Elevators are being built at Larkin and Green, Kan., by the Peavey Elevator Co.

New machinery valued at \$4,000 is being placed in the Washer Grain Co.'s elevator at Atchison, Kan.

N. B. Hieatt, of Willis, informs us that F. P. Lonberger has purchased the elevator of J. D. Harpster at Willis, Kan., and will become a regular dealer.

The Midland Elevator Co., of Kansas City, Mo., has purchased the elevator of Hall & Stevenson at Manhattan, Kan.

All of the machinery for the 500,000-bushel elevator at Elwood, Kan., which is being built by the Harroun Elevator Co., of St. Joseph, Mo., is furnished by the Weller Manufacturing Co.

N. B. Hieatt has been very busy making repairs to his elevator at Willis, Kan., putting in two new legs and new spouting all over the house. He is erecting a novel smokestack made of 18-inch tile.

The Greenleaf-Baker Grain Co., of Atchison, Kan., has recently bought the elevator of the British Land & Mortgage Co. at Ames, Kan. The elevator has storage room of about 130,000 bushels and cribs about 100,000 bushels capacity.

## MICHIGAN.

Charles A. Morse will add a feed mill to his elevator at Vicksburg, Mich.

H. N. Ainsworth has bought the elevator of W. L. Ireland & Co. at Chesaning, Mich.

Beal & Newell have formed a partnership to engage in the grain business at Flint, Mich., making their headquarters at the Swartz Creek Flouring Mill.

## MINNESOTA.

The old O'Neill Elevator at Lake City, Minn., has been torn down.

Wright & Munson have their new elevator at Hills, Minn., completed.

Wilkinson Bros. will rebuild their burned elevator at Albert Lea, Minn.

The Ness Elevator, at Peterson, Minn., has been rented by E. D. Bartlett, of Wykoff.

Readers will confer a favor by reporting new elevators, new firms and business changes.

The Greenleaf-Baker Grain Company has bought the elevator of Greed Bros. at Rice, Minn.

A warehouse will be built at Braham, Minn., by the Cambridge Milling Co., Cambridge, Minn.

The contract for the construction of an elevator near Willmar, Minn., has



been let by the New London Milling Co.

G. K. Brady, of Dodge Center, Minn., has converted the flour mill at Northfield into a tow mill.

Minneapolis grain commission men propose to form a company to bond themselves under the Grindeland law.

Charles Merritt, of Fairmont, will engage in the grain business at Rutland, Minn., at a building erected for the purpose.

Wilkinson Bros., of Albert Lea, Minn., have purchased a site at the new town of Klester, in Faribault county, on which to erect an elevator.

The fee for weighing all kinds of grain except flax has been advanced by the Minnesota Railroad and Warehouse Commission to 25 cents per car.

Andrews & Gage, of Minneapolis, have placed in their elevator at Audubon, Minn., one of the A. P. Dickey Manufacturing Co.'s overblast separators.

Griffith Morris, chief clerk in the Minneapolis office of the State Grain Inspection Department, has resigned, to enter the employ of a local grain firm.

The Minnesota State Railroad and Warehouse Commission will compel elevator proprietors to comply with the law requiring a new form of warehouse receipt.

Frank W. Peavey, of Minneapolis, Minn., and Miss Kate Jordan were married at Clifton, near Cincinnati, O., October 25. After the wedding trip the couple will reside at Minneapolis.

Preliminary tests of the Roumanian cellular cement elevator system by the Peavey Elevator Co., at Minneapolis, Minn., have been satisfactory. The sample bin will be built higher and the test continued.

Luverne, Minn., business men allege that the grain market at their town is dead, and propose to infuse competition by erecting a 50,000-bushel elevator. The grain dealers should reciprocate and start a general store.

The Peavey-Duluth Terminal Co. has been incorporated at Duluth, Minn., under the laws of West Virginia, to operate grain elevators and deal in wheat. Capital stock \$50, with privilege of increasing to \$1,000,000.

Charles E. Neale, assistant, has been promoted to chief scale expert of the Minnesota Grain Inspection Department. P. P. Swenson, a recent political appointee, resigned. Six times in eighteen days an expert had to be called from Duluth to rectify the confusion made by Swenson.

Levi O. Robertson, of Dawson, Minn., informs us that Helvig, Robertson & Co., of Ronneby, Minn., have sold out to the Cargill Elevator Co., and that Ed. Danielson & Co., of Dawson, have opened an elevator at Milan, Minn., of 25,000 bushels capacity, equipped with dump scales and 4-h.p. Fairbanks-Morse gasoline engine.

Nine elevators have been built by the Minnesota Elevator Co. on the extension of the Northwestern Railroad from Sanborn, Minn., to Burt, Ia., and contracts have been let for the erection of four more on the branch north of Sanborn at Wanda, Wadasso, Okawa and Vesta. Arrangements have also been perfected by the company for the immediate construction of elevators at Frost, Marna, Brice-lyn and Kiester, Minn., on the new I. M. & N. W. Railroad.

## MISSOURI.

W. E. Cooding has accepted his appointment as chief grain inspector of Missouri.

At Sedalia, Mo., a 25,000-bushel elevator is being erected by the Eisenmeier Milling Co.

A corn sheller will be put in by the Missouri & Kansas Grain Co., which is building an elevator at Neosho, Mo.

A hearing on the application to foreclose the mortgage on the Farmers' Elevator at St. Louis, Mo., is to be held Nov. 10.

The Gordon-Brunswick Commission Co. has been incorporated at St. Joseph, Mo., to deal in grain and stock. Capital stock, \$10,000; incorporators, Thomas P. Gordon, Lena Gordon, Albert J. Brunswick and Ida R. Brunswick.

Horace Ghiselen, who was at one time secretary of the St. Louis Elevator Co. and later was one of the superintendents of the old United Elevator Co., has been appointed secretary of the new United Elevator & Grain Co., to succeed C. C. McClosky, who was appointed secretary pro tem.

On complaint of the Shellabarger Mill & Elevator Co., of Decatur, Ill., that several cars of wheat inspected by the Kansas state inspection bureau had been found on arrival to be from one-half to six pounds below the weight of the specified grade, an investigation was made by Chief Inspector McKenzie, who found that the charges were true. It is supposed that the wheat has been adulterated in an elevator before shipment from Kansas City, Mo. The Shellabarger Company declares that it will not knowingly purchase Kansas City wheat hereafter.

## NEBRASKA.

Oscar Vanier has purchased the elevator of Mallory & Schenck at DuBois, Neb., and is putting in a gasoline engine and making other improvements.

Little & Sloat, who are operating the Ferguson Elevator on the F. E. & M. V. R. R. at Harvard, Neb., have enlarged the plant with several additional bins.

One of the A. P. Dickey Manufacturing Co.'s largest overblast separators has been installed in the factory of the United Starch Co. at Nebraska City, Neb.

The Updike Grain Co. has been incorporated at Omaha, Neb., with \$110,000 capital stock. Incorporators, Nelson Updike, Furman Updike, Edward Updike, Peter H. Updike, Clyde L. Updike and Elmer A. Cope.

The Omaha Elevator Co. is building an elevator at Fremont, Neb., with a brick office, engine room and scale house. The elevator will be 28x31 feet, with 11 bins having a capacity for 20,000 bushels.

S. E. Williams was in Chicago recently and reported that corn in the vicinity of Tekamah, Neb., is very dry. P. D. Williams, who advertised his elevator at Tekamah for sale, has sold the house to Crew Bros., and moved to California to live.

Secretary Bewsher informs us that eighty additional elevators have been added to the membership of the Nebraska Grain Dealers Association, which gives the association a membership of 680 houses. The Nebraska dealers recognize the advantage of working together,

give the organization their active and financial support, and profit thereby.

The Nebraska Grain Dealers' Association, the strongest and best supported association of all, has not only reduced its monthly dues from 60 to 50 cents per elevator, but it has also reduced the initiation fee from \$3 to \$1. This reduction in fee is to hold good for sixty days in order to give the few dealers remaining outside the association an opportunity to join in the work. The Nebraska dealers are standing by their association and giving it their active and financial support better than grain dealers have ever done before and, naturally, the returns from their investment exceed any previous record. The trade in Nebraska is in better condition than ever before, and the dealers who are so fortunate as to be members of the state association, are not only pleased but delighted with the results of their harmonious effort to relieve the trade of the many abuses and burdens which have incumbered it heretofore.

## NEW ENGLAND.

Lay & Dibble, of Ionia, Vt., have leased the grain elevator of Isaac Norton at Holcomb, and will engage in the business there also.

Peter Pion, of Thompsonville, Conn., with his sons, will engage in the grain business, having purchased the business of Mr. Roberts, of Worcester, Mass.

The Scott & Paine Co. has been incorporated at Portland, Me., to deal in grain and hay. Capital stock, \$40,000; incorporators, Harry B. Russ, president; Eugene W. Hunt, treasurer; C. S. Fox, all of Portland.

Edward P. Merrill, grain broker, Portland, Me., writes: The railroads centering here have notified that only four days' detention will be allowed before a demurrage charge begins. Very little spot stuff. The Northwest is offering no millfeed just now. Grain at this point is selling for less money than before November 1. Dealers are supplying millfeed to their customers out of previous purchases at less than present shipping price. The warm, pleasant fall helps those who desire to economize on millfeed for feeding. St. Louis is offering winter bran at \$19; western mixed feed, \$19.50; new corn, first half November shipment, 41 1-2; new corn, November shipment, 41.

## NEW YORK.

The Western Elevating Association of Buffalo has issued the following card of rates for elevating and storage at Buffalo for this season and for 1900 on all sound grain received from October 31 until further notice: For elevating, including ten days' storage, to April 1, 1900, per bushel 1-2 cent. For storing each succeeding ten days or parts thereof, to December 1, next, per bushel 1-4 cent. Arrangements for storage after December 1, 1899, whether on grain already in store or on grain elevated after that date, must be made with the elevator storing the grain. All accrued elevating and storage on grain remaining in store on April 1 in each year must be paid on that date on or before ten days after the opening of canal navigation following, under penalty of 1-2 cent per bushel additional storage if not so paid on that date.



**NORTHWEST.**

Grain trade news items are always welcome.

The elevators at Pisek and Inkster, N. D., are being equipped with overblast separators furnished by the A. P. Dickey Manufacturing Co.

A. H. Betts' application for an elevator site at Fulton, S. D., has been successful, and construction will begin as soon as the material can be got on the ground.

**PENNSYLVANIA.**

An elevator of 10,000 bushels capacity will be built at Vallonia by the Meadville Distilling Co., of Meadville, Pa.

The elevator of the Pittsburg Milling Co., at Pittsburg, Pa., has been equipped with the Weller Manufacturing Co.'s machinery.

Samuel Weiker, a retired grain merchant of Littlestown, Pa., died Oct. 28, after an illness of several months. He was 85 years of age.

**OHIO.**

Crites Bros. & Co., Circleville, O., are placing the Constant grain feeder in their elevator.

Printz & Baldwin have purchased the elevator of W. J. Jenkins on the Pan Handle at St. Paris, O.

The dock at the Wabash Elevator, Toledo, O., is being dredged to permit loading of deep-draft vessels.

The elevator of the Archbold Milling Co., at Archbold, O., has recently been equipped with machinery supplied by the Weller Manufacturing Co.

Matthew and George Swan have purchased the interest of Thomas B. Warren and his father in the grain business of Swan & Warren, at Toronto, O.

The Star Elevator on the Lake Shore tracks at Toledo, O., owned and operated by the O. W. Mills Grain Co., was burned Oct. 22, together with 7,000 bushels of wheat, oats and beans. Loss, \$12,000; insured.

S. G. Chamberlin, of East Liberty, O., writes that the fire in his elevator was not serious. The elevator stand was burned at the bottom and 200 feet of belting destroyed. The plant has been straightened up in good shape, and is doing a good business.

John Reichelderfer & Son, Cridersville, O., Nov. 2: We are handling lots of new corn, which we find is exceedingly dry and of excellent quality. We can report a very good grain and hay business at present. We have 20 carloads of hay in store in our hay barn.

The crop bulletin for Nov. 1 issued by the Ohio State Board of Agriculture, shows that the wheat acreage for harvest of 1900 is 100,000 acres less than that for the harvest of this year. The condition of the growing wheat has been reduced by drouth and fly so that it is not now in good condition to meet the winter. The condition is put at 87 per cent of a full average condition at this season. Barley, area sown last fall, 5,410 acres; area sown this fall, compared with last year, 95 per cent; estimated area of fall sown for the harvest of 1900, 5,166 acres; condition compared with an average, 88 per cent. Rye, area sown last fall, 15,371 acres; area sown this fall compared with last year, 95 per cent; estimated area for the harvest of 1900, 14,597 acres; condition compared with

an average, 91 per cent. Corn, prospect compared with an average, 88 per cent. Buckwheat, prospects compared with an average, 72 per cent. Potatoes, estimated average product an acre, 76 bushels; affected by rot, 2 per cent.

**PACIFIC COAST.**

H. M. Hansen is building another grain warehouse at Wilbur, Wash., 125 feet long.

At Tacoma, Wash., the Northern Pacific Railroad is blockaded with grain cars waiting to be unloaded into elevators.

Mr. Bacon, formerly connected with Lilly, Bogardus & Co., Seattle, Wash., has bought an interest in the Galbraith Grain Co.

The Northern Pacific Railroad has purchased a site on the water front at Tacoma, Wash., on which to erect a large elevator.

J. E. Duff, agent for the Tacoma Grain Co., at McCoy's Siding, Wash., was painfully injured recently by a pile of sacked grain falling on him.

Hiestand, Warner & Co., of San Francisco, have established a branch of their grain business at Colfax, Wash., with Curtis Harrold in charge.

A. G. McAdie, of the California Weather Bureau, reports for the week ending October 30 that grain in the San Joaquin valley is making a good growth, and pasturage is abundant in all sections. Plowing and seeding are progressing, except in some localities where the heavy rains left the soil too soft for work. There is still a considerable quantity of grain threshed and hay unbaled in the coast and bay section, and some damage was done by recent rains.

**SOUTHEAST.**

Crowley, La., is rapidly becoming one of the leading primary rice markets of the south.

We have discontinued publishing the advertisement of the Standard Hay Co., of Norfolk, Va.

T. W. Dewar, of Edinburgh, Scotland, has been visiting New Orleans to study the export grain trade.

Lewis, Leonhart & Co. have succeeded Brandau & McDaniel, dealers in grain and hay at Knoxville, Tenn.

A cargo of 150,000 bushels of corn has been sold for direct shipment from New Orleans to Cape Town, South Africa.

Rice millers of Southwestern Louisiana are endeavoring to find a market for the increasing production of red rice.

Samuel T. Jones, grain dealer of Caroline County, Md., died Oct. 25, at his home in Goldsboro, of typhoid fever, aged 45 years.

J. A. Mankin & Co.'s granary and store at Marshers, Raleigh County, W. Va., were burned recently, causing \$7,000 loss with no insurance.

D. B. Garrett, grain dealer of Lynnvill, has accepted a position as traveling salesman for the City Grain & Feed Co., of Columbia, Tenn.

**SOUTHWEST.**

Send us the grain trade news of your vicinity.

Colorado, this season, is buying con-

siderable hay from Kansas and Nebraska.

An additional elevator is being erected by the Farmers' Grain & Elevator Co., Lexington, Okla.

**TEXAS.**

A complete outfit of elevator machinery was purchased recently of the Weller Manufacturing Co. by the Bartlett Oil Mill Co., Bartlett, Tex.

C. McD. Robinson, chief inspector of the Galveston Board of Trade, reports the exports of grain from that port during October as 1,898,322 bushels of wheat and 883,610 bushels of corn, against 1,183,282 bushels of wheat and 42,714 bushels of corn during October last year.

Former Congressman Fairchild of the New York State Commerce Commission recently said: It cannot be denied that Galveston is now a most worthy rival of the metropolis as a grain-exporting port, and while the most dangerous enemies to our exporting trade will ever be the other ports of the Atlantic coast, we cannot but appreciate the fact that the Texas town has dealt New York's commerce a hard blow.

A conference was held Nov. 4 at the Oriental hotel, Dallas, Tex., between President J. P. Harrison, Secretary E. H. Crenshaw, L. G. Belew and G. J. Gibbs of the Grain Dealers' Association. Traffic Manager Bein of the Southern Pacific lines and Messrs. Sargent of the Texas and Pacific, McCabe of the Rock Island, Swan of the Cotton Belt, and Noel of the Katy, to consider the oats rate. The conclusions reached by the conference were that the commission should withdraw its emergency rate of 8 cents per 100 pounds from Texas points to Galveston, Sabine Pass, Port Arthur and Velasco, and that the rate of 20 cents per 100 pounds on oats heretofore in effect to Mississippi river crossings should be restored.

**WISCONSIN.**

John DeMaster has leased and will buy grain at the Phoenix Elevator, Cedar Grove, Wis.

An elevator and feed mill combined is being erected at Greenwood, Wis., by the N. C. Foster Milling Co.

James J. B. Orth, grain speculator, of Milwaukee, Wis., has filed a petition in bankruptcy. Liabilities, \$15,162; assets, \$180.

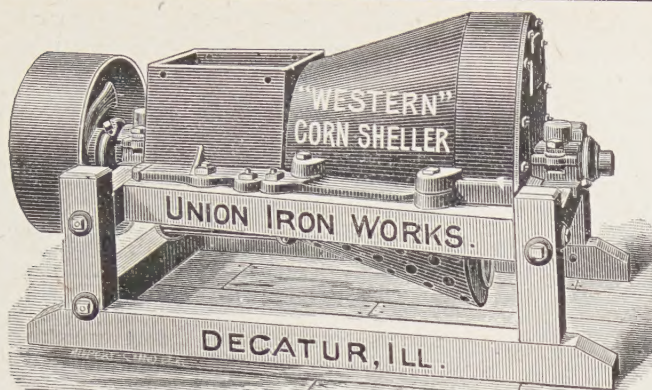
The American Malting Co. has leased its elevators at Chicago, Milwaukee, Wabasha and some other points, to the recently incorporated Great Lakes Elevator & Warehouse Co.

The elevator and mill of the Wisconsin Milling Co., at Milwaukee, Wis., were burned Oct. 27, together with a large quantity of corn. Loss, \$75,000; insurance, \$83,000. The plant was operated by the Pabst Brewing Co.

A car containing 1,100 bushels of barley consigned to the Wisconsin Malt & Grain Co., of Appleton, went through a Northwestern Railway trestle at Fond du Lac, Wis., Oct. 25. Striking a rock the car burst, letting 900 bushels of the grain into the river.

If the devil offers a quarter of a cent more for grain than the other fellow, the devil gets the business.—A. H. Bewsher, Omaha.





"WESTERN" WAREHOUSE SHELLER.

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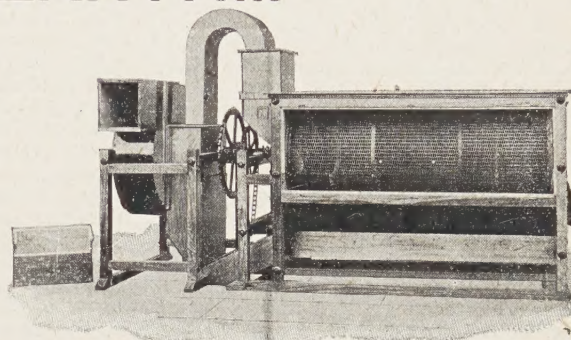
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For particulars, address

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Absolutely pre-  
vents mixing  
of grain at eleva-  
tor head. Under absolute control of operator. For  
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Of all kinds, Inks, Pads, Stencils,  
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WILL BURN.  
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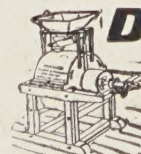
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All ground grain is wholly digested. Our  
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prepare family meal and grind all grains  
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## SEAMLESS COTTON GRAIN BAGS. MILWAUKEE BAG CO. MILWAUKEE, WIS.



## PATENTS GRANTED

John O. Brown, of Columbus, O., has been granted letters patent No. 635,294 for a gas engine.

Herman Heinrich, of Dollnitz, Germany, has been granted letters patent No. 635,480 on a grain scourer.

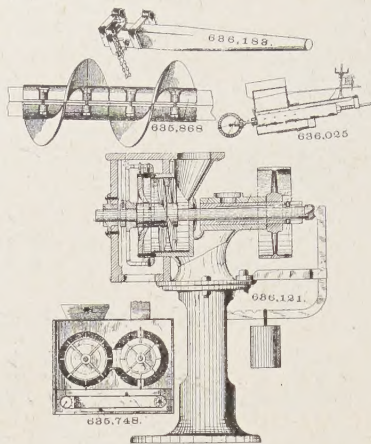
Geo. B. Mallory, of New York, N. Y., has been granted letters patent No. 635,561 on a grain elevator.

Oscar E. Rose, of Alma, Kan., has been granted letters patent No. 636,183 (see cut) on a car mover. This device consists of a device applied to a lever and projecting therefrom to engage the flange of the wheel for the purpose specified.

Staunton B. Peck, of Chicago, Ill., has been granted letters patent No. 635,868 (see cut) on a screw conveyor and assigned it to the Link-Belt Machinery Co., of same place. This conveyor is made up of a series of separate screw sections, each consisting of a hub-like part, with a portion of the screw blade integral therewith; each screw blade portion has a compound curvature, the ends being substantially in the plane of the longitudinal split through the hub-like part. These sections are adapted to be clamped together upon a shaft, the ends of the blade portions meeting so as to form a continuous screw, but are independent of each other.

James Donovan, of Three Rivers, Mich., has been granted letters patent No. 636,025 (see cut) on a corn sheller. The principal feature set forth on this

machine is the combination with the shelling casing, the shelling cylinder therein.



Ernest H. Korsmeyer, of Higginsville, Mo., has been granted letters patent No. 636,048 on a gasoline engine and assigned one-half of it to Fritz Langkrah, of same place.

John B. Cornwall, of Moline, Ill., has been granted letters patent No. 635,748 (see cut) on a grain scourer and conveyor. This scourer and conveyor is the combination of a pair of scouring cylinders arranged parallel and in the same plane, communicating with each other and respectively connected with a feed inlet and discharge outlet. A sectional spout connects the ends of the cylinder at the opposite end of the machine. The spout is formed of two similar opposed

sections formed with interlocking flanges and respectively connected to the opposite cylinders. These cylinders are placed in a flat bottom casing. A screw conveyor is located at one side of the casing; there are belts and drags for conveying material to and under the conveyor, the drags passing over and under the conveyor.

Emil R. Draver, of Winchester, Ind., has been granted letters patent No. 636,121 (see cut) on a grinding mill and assigned one-third to Henry C. Draver, of same place. This grinding mill is the combination with a feed trough or propeller casing and a suitable resistance plate, of a grinding screw or propeller within the casing and held under pressure to move towards and from the resistance plate. A discharge gate controlled by the longitudinal motion of the propeller to vary the size of the outlet from the grinding chamber.

Robert F. Wentz, of Siegfried, Pa., has been granted letters patent No. 636,017 on a separator.

John A. Ostenberg, of Westminster, Vt., has been granted letters patent No. 636,058 on an automatic weighing machine and assigned it to Frederick M. Gilbert, of Walpole, N. H.

A Department of Commerce is proposed as an additional executive branch of the United States Government. The establishment of the department will be urged upon Congress at its next session; and it is believed President McKinley will give the matter favorable mention in his annual message.

# Clark's Gazetteer....1899-1900

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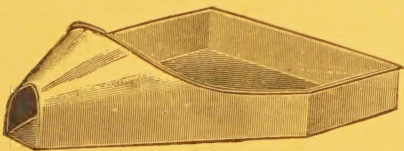
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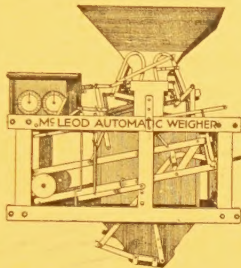
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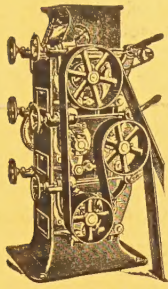
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4 Roll and 6 Roll  
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for Slow Roll.

### IT PAYS

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BEST one.

Ours has no equal in Strength, Durability, Efficiency, Convenience, Capacity, and Quality of Work.

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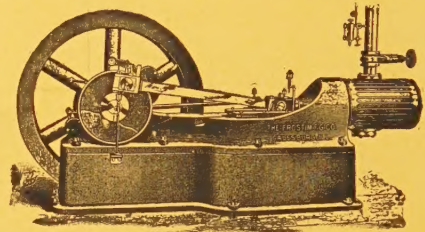
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